

Public tender 13/18 to select certified garages to install particle filters in polluting vehicles and heavy equipment

1. A description of the required work:

The air quality in Israel is of major influence of the public health and wellbeing. While vehicular air pollution makes only a third of the total emissions in Israel, pollutant monitoring in Israel and abroad demonstrates that it is the most significant source of pollution in city centers, and population concentrations.

In order to reduce vehicular pollution, the Minister of Environmental Protection set the clean air regulations (vehicular air pollution) – 2018, according to which Owners of old, heavy diesel vehicles are required to install **diesel particulate filters** (DPF). Those who are required to install filters and do not, will not be able to renew their license.

Other projects promoted by the Ministry of Environmental Protection (henceforth "the Ministry") in order to reduce vehicular pollution include funding for cities that establish low-emission zones (henceforth "Clean Air Zone") in their centers; polluting vehicles will be barred from entering these zones, unless they are provided with particulate filters. In addition, in August 2017 the Ministry published "[Recommendations to reduce air pollution from heavy equipment operating in urban areas.](#)" According to these regulation any heavy equipment not meeting the European Stage IIIB or American Tier 4 standards will be considered polluting (henceforth "Polluting Heavy Equipment"), and local authorities will publish tenders obligating or encouraging the use of non-polluting heavy equipment, unless equipped with particulate filters.

The ministry is interested in sharing the cost of installing particulate filters in polluting heavy equipment and other vehicles, in order to reduce their pollution levels and improve air quality in Israel.

In this framework the Ministry is hereby inviting certified garages to submit proposals to be included among those authorized to install subsidized particulate filters in polluting diesel vehicles, eligible to receive government support for giving various services in installing diesel particulate filters in such vehicles, as detailed henceforth.

The engagement period with each garage will be two years, with an option to extend the engagement period to up to 5 years if necessary and subject to the Ministry discretion, all subject to winner's compliance with the tender's terms in the following engagement periods.

The following are the deadlines of the present tender:

The Tender's Publication	Monday, 29 Iyyar, 5778, 14.05.2018
Deadline for clarifying questions to the address: michrazim@sviva.gov.il In clarifying questions, please refer to the specific article. As part of the bid, the bidder should add the questions and answers document, signed by him/her.	Tuesday, 8 Sivan, 5778, 22.05.2018

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Clarifying answers publication date One file only will be published by the procurement administration in: https://www.mr.gov.il/Pages/HomePage.aspx	Thursday, 17 Sivan, 5778, 31.05.2018
Deadline for submission (original + 2 copies) 13:00 in the tender box of the Ministry for Environmental Protection, 5 Kanfei Nesharim St. entrance floor.	Monday, 28 Sivan, 5778, 11.06.2018
Bidder's guarantee	Present a bidder's guarantee of 25,000 NIS including VAT, valid until 29.11.2018

In case of incongruence between the dates specified in this table and other dates specified in the tender or its appendices – the dates specified in this table will rule.

It is hereby emphasized that the present tender is designated to choose garages to serve vehicles and heavy equipment. Therefore, whenever "vehicles" are specified, these include heavy equipment as well.

2. Definitions

In the present tender, terms mentioned henceforth will be interpreted as follows (unless the text makes sense otherwise):

"Vehicle"	As defined in the Transportation Act														
"Polluting vehicle"	Any vehicle powered by a diesel engine, excluding private vehicles, up to the Euro 3 emission standard or below.														
	<table border="1"> <thead> <tr> <th>Vehicle type/category (as registered in the vehicle's registration certificate)</th> <th>Year of manufacture</th> </tr> </thead> <tbody> <tr> <td>N1 – commercial vehicle up to total weight of 3.5 tons</td> <td>2006</td> </tr> <tr> <td>N2 – truck/lorry of total weight 3.5 – 12 tons</td> <td>2005</td> </tr> <tr> <td>N3 - truck/lorry of total weight over 12 tons</td> <td>2005</td> </tr> <tr> <td>M1 – a van seating up to 9 passengers</td> <td>2004</td> </tr> <tr> <td>M2 - a van seating more than 9 passengers, with a total weight of less than 5 tons</td> <td>2005</td> </tr> <tr> <td>M3 - a van seating more than 9 passengers, with a total weight over 5 tons</td> <td>2005</td> </tr> </tbody> </table>	Vehicle type/category (as registered in the vehicle's registration certificate)	Year of manufacture	N1 – commercial vehicle up to total weight of 3.5 tons	2006	N2 – truck/lorry of total weight 3.5 – 12 tons	2005	N3 - truck/lorry of total weight over 12 tons	2005	M1 – a van seating up to 9 passengers	2004	M2 - a van seating more than 9 passengers, with a total weight of less than 5 tons	2005	M3 - a van seating more than 9 passengers, with a total weight over 5 tons	2005
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M3 - a van seating more than 9 passengers, with a total weight over 5 tons	2005														
"Old heavy vehicle"	A polluting vehicle included in one of the following categories: M2, M3, N3.														
"Polluting heavy equipment"	Heavy equipment as defined in the heavy equipment registration regulations (1959), including inter alia a fork-lift, tractor, bulldozer, Schaufel, skid-steer loader, Backhoe-Loader, Mini Backhoe-Loader, crusher, grader, motor grader, quarry truck, motor scraper, roller, lever, cement mixer, rock jumbo, crane, meeting the Stage IIIA														

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	standard of the European Union directive EC/97/68 and its updates, or the Tier 4 of the American Federal Emission Regulation EPA CFR 40 part 1039, or below that.
"Clean Air Zone"	A local traffic arrangement limiting the entrance or activities of polluting vehicles or heavy equipment. Such vehicles may enter "clean air zones" following the installation of particulate filters.
"Particulate Filter"	A Diesel Particulate Filter, approved in accordance with the procedure in Appendix A, and testified to decrease the particle number emitted from a vehicle engine by 90% at least, by an official certificate of one of the following entities: -Verified Emission Reduction Technology- VERT (Switzerland) https://www.vert-dpf.eu/ -Environmental protection Agency- EPA (USA) https://www3.epa.gov/otaq/diesel/verification/verif-list.htm -California Air Research Board- CARB (California) http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm -Federal Office for the Environment- FOEN (Switzerland) https://www.bafu.admin.ch/bafu/en/home/topics/air/info-specialists/particle-filter-list/introduction.html
"Month," "Year"	Of the Gregorian calendar
"Accountable"	A department head at the Ministry of Transportation, or whoever was appointed by him
"Subsidy"	The Maximum sum as detailed in article 4.4.3 below (including VAT) to be paid by the polluting vehicle's owner, for the services detailed in the present tender, in the installation of an <u>original & new</u> particle filter by the supplier.
"Winning/installing Garage"	A garage which won the present tender
"The Plan"	To reduce vehicular air pollution

3. General background:

Vehicular pollution constitutes a third of all pollutant emissions in Israel, however, pollutant monitoring in Israel and abroad clearly proves that it is the major polluter in city centers, close to population concentrations. According to an OECD report from 2015, 2,220 cases a year of premature death in Israel are related to exposure to air pollution. 50% of these deaths are caused by exposure to vehicular air pollution.

Particles emitted by diesel oil burning are smaller in diameter than 2.5 microns (PM_{2.5}). These particles may penetrate the human respiratory system as well as the heart and blood systems. In 2013, The International Agency for Research on Cancer declared that air pollution, particle pollution, especially, is a certain carcinogenic substance, exposure to which may cause lung cancer. Data processed by the Ministry of Environmental Protection, clearly shows that diesel vehicles emit about 80% of all vehicular fine respiratory particulates, although responsible for only 20% of the total kilometrage.

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European emissions standards were introduced in the early 1990th, and since then the standards have become stricter, leading car manufacturers to install improved pollution reducing means. This means reduced polluting emissions throughout the years by tens of percentage points, by, inter alia, installing built in particulate filters, in the production phases, in diesel vehicles meeting the advanced Euro or Stage standards.

Particulate filters are considered the best end means to reduce particulate air pollution from existing vehicles by retrofitting. Such filters may reduce respiratory PM₁₀, PM_{2.5}, and Nano particulate emissions by over 98%.

Therefore, recently the government approved the new clean air regulations (vehicular pollution) 2018, by which, as of 01.11.2018, owners of old, heavy diesel vehicles are required to install diesel particulate filters (DPFs). Those who are required to install filters and do not, will not be able to renew their license.

In addition, the Ministry is encouraging local authorities to bar the entrance of polluting vehicles into their areas, as a part the clean air zones initiative, unless equipped with particulate filters, and to encourage the installation of such filters by imposing limited terms in relevant tenders. All in the framework of the "[Recommendations to reduce air pollution from heavy equipment operating in urban areas.](#)"

As a part of the plan to reduce vehicular air pollution, the ministry will subsidize the installation of particulate filters by authorized garages to be selected in the framework of the present tender. The Ministry of Environmental Protection will subsidize 100% of the price of the filter and its installation into old heavy vehicles owned by private companies or owned by a company/dealer, as specified in article 4.4.5. It should be noted that a dealer whose sales turnover exceeds NIS 10 million will not be entitled to government support for the installation of a particle filter, in the framework of the present tender.

According to the plan, a registered owner of a polluting vehicle or heavy equipment, interested in installing a particulate filter in his vehicle or heavy equipment, will approach one of the garages selected in the present tender. The will perform for the owner all the necessary services in installing a particulate filter, including the installation according to the manufacturer's instructions, testing air pollution in a vehicle's licensing institution and updating the ministry about the installation, as specified in the present tender.

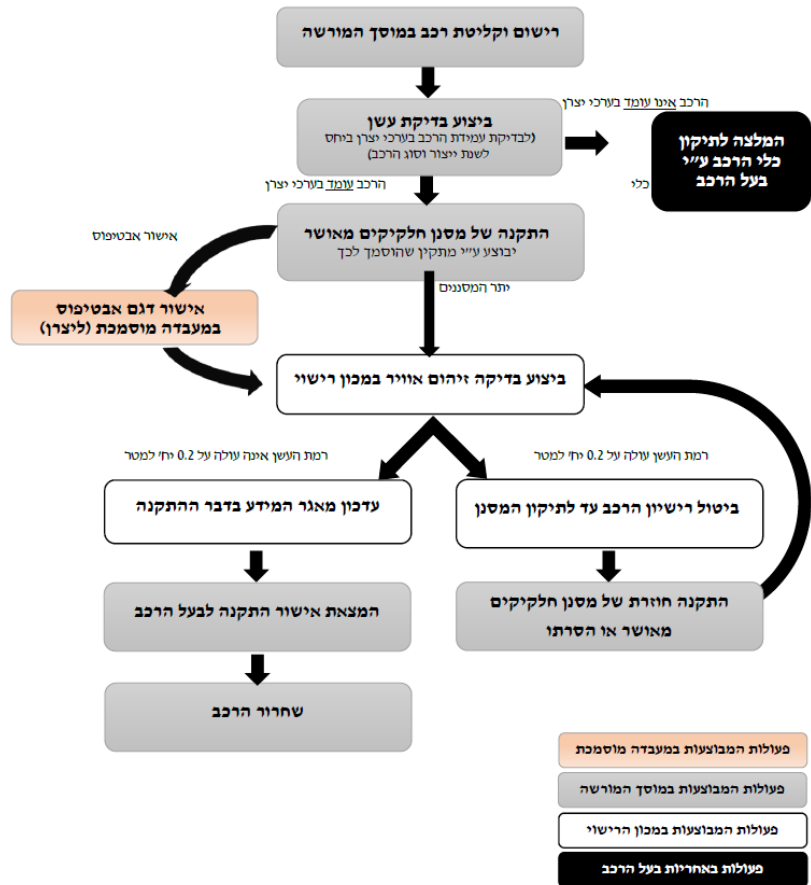
For all the services specified in the present tender related to the installation of the particulate filter, the owner of the vehicle will pay the garage no more than the **subsidized price** specified in article 4.4.3 of the present tender, and the garage owner will be entitled to receive from the Ministry, an **additional sum for the services**, as detailed in his offer and fixed in the framework of the present tender, all as specified in the documents of the present procedure.

It is hereby made clear that the garage owner will not be entitled to charge any additional payment from the vehicle owner (above the subsidized/fixed sum defined in the present tender) for the installation and any other accompanying services.

The following flowchart describes the activities and outline of the process:

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Hebrew	English
רישום וקליטת רכב במוסך מורשה	Registration and intake of a vehicle in a certified garage
ביצוע בדיקת עשן (לבדיקת עמידת הרכב בערכי יצרן ביחס לשנת ייצור וסוג הרכב)	Performing a smoke test (testing whether the vehicle meets the manufacturer values in relation to manufacturing year and vehicle type)
הרכב אינו עומד בערכי יצרן	The vehicle does not meet the manufacturer's values

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המלצה לתיקון כלי הרכב על ידי בעל הרכב	
הרכב עומד בערכי יצרן	The vehicle meets the manufacturer's values
התקנת מסנן חלקיקים מאושר יבוצע על ידי מתקן שהוסמך לכך	Installing an approved DIESEL PARTICULATE FILTER by a qualified employee
אישור אבטיפוס	Prototype approval
אישור דגם אבטיפוס במעבדה מוסמכת (ליצרן)	Prototype approval in a certified laboratory (the manufacturer)
בדיקת זיהום אוויר במכון רישוי	Conducting a pollution test in a licensing institution
רמת העשן עולה על 0.2 יחידות למטר	Smoke level above 0.2 per cubic meter
ביטול רישיון הרכב עד לתיקון המסנן	The vehicle registration certificate is canceled until the filter is repaired
רמת העשן אינה עולה על 0.2 יחידות למטר	Updating the database about the filter's installation
התקנה חוזרת של מסנן חלקיקים מאושר או הסרתו	Renewed installation of an approve DIESEL PARTICULATE FILTER or its removal
המצאת אישור התקנה לבעל הרכב	Delivering an installation certificate to the vehicle's owner
שחרור הרכב	Releasing the vehicle
כתום	Activities performed in a certified laboratory
פעולות מבוצעות במוסך מורשה	Activities performed at a licensed garage
פעולות המבוצעות במכון רישוי	Activities performed at a licensing institute
פעולות באחריות בעל הרכב	Activities for which the vehicle's owner is responsible

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In order to supply the public with a quality service in a nationwide manner, the ministry is interested in choosing two (2) garages in each vehicle/heavy equipment category in each district as specified in article 9.2

Due to the various types of vehicles/heavy equipment and particulate filters, each garage is asked to specify in the tender form (appendix E) the types of vehicles/heavy equipment it is interested in supplying the service, all as specified in the present tender.

It is hereby made clear that the list of garages selected in the framework of the present tender, and be authorized to install the particulate filters in the framework of the plan, as well as the subsidized prices, will be published in any way authorized by the ministry.

It should be clear that following the tender's end, and all along the engagement period, including extension periods, each of the winners will abide by all requirements detailed in the present tender.

In the coming months, the Ministry of Transportation intends to arrange for an online updating of the Licensing Authority compute systems, regarding the installation of diesel particulate filters, by the diesel particulate filters importers having a commercial license.

4. Services required from garage owners:

Each of the winning garages will be required to install a diesel particulate filters in a vehicle/heavy equipment, delivered by its registered owner or a warrantee on his/her behalf, and to supply the registered owner of the vehicle/heavy equipment all the services required in the framework of the present tender, related to the installation of a diesel particulate filters, including a certificate of the installation, all in accord with the Ministry of Transportation procedure attached as appendix A of the present tender, and the following instruction.

It is hereby made clear that the execution and supervision of the implementation of the Ministry of Transportation's procedure, and the directives of the present tender, are the responsibility of each winning garage, and apply to any person in its control or supervision, and the submission of an offer in the framework of the present tender implies an expressed agreement on behalf of the bidder to abide by the Ministry of Transportation's procedure, and the directives of the present tender.

It should also be made clear that in any case of contradiction between the approved Ministry of Transportation's procedure, **attached as appendix A**, and the directives of the present tender, the procedure's directives shall have the upper hand.

The following are the services required of the supplier, and the work procedure that will commit the winning garages:

4.1 Intake of the polluting vehicle:

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During the intake of the polluting vehicle/heavy equipment, the winner will act as follows:

- 4.1.1 Verify that the registered owner of the polluting vehicle/heavy equipment or his warrantee that presented the authorization as specified in **appendix C** attached to the present bid, is present in person, by checking his ID card or driving license.
- 4.1.2 Verify that the vehicle/heavy equipment's license is valid and stamped, and that the vehicle is classified as one of the following types, and was manufactured in a relevant year:

Definition	Type (Classified in the license)	Until year of manufacture (Inclusive)	
Polluting vehicle	M1 – a van seating up to 9 passengers	2004	
	N1 – commercial vehicle up to total weight of 3.5 tons	2006	
	N2 – truck/lorry of total weight 3.5 – 12 tons	2005	
	Old heavy vehicle	N3 - truck/lorry of total weight over 12 tons	2005
		M2 - a van seating more than 9 passengers, with a total weight of less than 5 tons	2005
M3 - a van seating more than 9 passengers, with a total weight over 5 tons		2005	
Polluting heavy equipment	Heavy equipment	2013	

It should be noted that subsidized installation without the specified year of manufacture can be authorized only with the approval of the supervisor.

- 4.1.3 For old heavy equipment, the winning garage will verify in the registration that the vehicle is privately owned, or alternatively, if it is owned by a certified dealer or a corporation, the garage will receive from the vehicle owner or the holder of the power of attorney, a "Manager and accountant affidavit for the purpose of installing subsidized diesel particulate filters in vehicles of type2: M2, M3, N3 in the formula specified in **appendix C** to the present tender.

It is hereby clarified that the garage is not obliged to verify that those signed on the Manager and accountant affidavit are authorized to sign the financial report on behalf of the owner. However, the garage is required to verify that the affidavit is duly signed.

- 4.1.4 For Heavy equipment, the winning garage shall verify by the engine tag that the equipment is polluting as defined in the present tender. An engine tag can be seen in the following link:

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<http://www.sviva.gov.il/subjectsEnv/SvivaAir/CarPollution/Documents/reducing-air-pollution-non-road-mobile-machinery.pdf>

- 4.1.5 Will verify visually that the vehicle registration certificate is compatible with the license plate, chassis and engine numbers. The vehicle/heavy equipment and the aforementioned number will be digitally photographed and the photographs will be stored in the tender winner's computer for five (5) years at least.
- 4.1.6 Will photograph the vehicle/heavy equipment registration and the driving license of the owner/power of attorney holder, as well as the affidavit, and store a copy thereof in the tender winner's computer for five (5) years at least.
- 4.1.7 Will perform an integrity check ("smoke check") to verify that the vehicle meets the manufacturer's values for that year and vehicle type. In this context the winning garage will:
 - A. If the vehicle does not meet the manufacturer's values – will discharge the vehicle/heavy equipment's owner, free of charge, and refer him to repair the vehicle.
 - B. If the vehicle/heavy equipment meets the manufacturer's values – will install the DIESEL PARTICULATE FILTER as specified in article 4.2 as follows;

4.2 Diesel Particulate Filter Installation

Following the vehicle/heavy equipment's intake in the garage, the garage owner will install a new and original diesel particulate filter in the vehicle/heavy equipment, all subject to the Ministry of Transportation's procedure, attached as Appendix A to the present tender, and as specified hereby:

- 4.2.1 Before the installation, the winning garage responsibility will verify the terms of the Ministry of Transportations procedure, attached as appendix A, including:
 - A. The Installation will take place on the winning garage's premises; however installation in heavy equipment will be permitted outside the winning garage premises;
 - B. The installed diesel particulate filter was approved by head of commerce and import section, and head of vehicular pollution section in the Ministry of Transportation, in accord with the procedure attached as **Appendix A** to the present tender;
 - C. In case of installing a prototype filter, the installation would be approved by a certified laboratory;
 - D. The professional manager would be trained by the filter manufacturer or its representative, and he will hold documents proving his accreditation by the filter manufacturer or its representative to perform such installation.
- 4.2.2 Following the installation, and before its approval by the Ministry, the winning garage should ascertain that:
 - A. The filter was properly installed according to the manufacturer's instructions and is properly functioning. The vehicle/heavy equipment has not lost its traffic qualifications.
 - B. A warning device was installed **near the dashboard**, to warn against exhaust's counter pressure exceeding the maximum.

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C. The installer is obligated to perform a smoke emission examination in a licensing institution.

4.3 Performing a vehicle/heavy equipment's air pollution test in a licensing institution

Following the installation, the winning garage owner, or his representative will bring the vehicle/heavy equipment to a licensing institution, supervised and approved by the ministry of transportation, to perform a diesel vehicle's emission test, subject to the Ministry of Transportation's vehicular air pollution test procedure, attached as **Appendix A** to the present tender.

4.4 Delivering the vehicle/heavy equipment and providing documents to its owner

Following the installation the authorized garage should ascertain that:

4.4.1 A "Certificate of testing a diesel particulate filter's installation" was received at the licensing institution (attached as **appendix A** to the Ministry of Transportation's procedure, attached as appendix A to the present tender), testifying to the diesel particulate filter's examination at the licensing institution. The original certificate will be handed to the VH's owner, and a copy will be stored in the garage for its presentation to the Ministry whenever required.

4.4.2 The winning garage shall issue to the vehicle/heavy equipment owner a binding certificate, stating the following details:

- The garage's certificate of installing and testing a diesel particulate filter, attached as **appendix B** to the Ministry of Transportation's procedure attached as appendix A to the present tender;
- An importer's warranty for the diesel particulate filter systems, in accordance with the Ministry of Transportation's procedure attached as appendix A;
- Maintenance terms required by the diesel particulate filter's manufacturer.
- A statement concerning possible changes in the vehicle's fuel consumption and power;

4.4.3 Only after completing all the above aforementioned services, the garage owner will deliver the vehicle, give its owner all the aforementioned documents, and charge him for the services sums not above the following:

Vehicle type (as stated in its license)	Maximum subsidized sum to be charged from the vehicle's owner (in NIS, including VAT)	
Private vehicles	Vehicles owned by corporations whose total sales turnover (as reported to the tax authority, not including VAT) in 2016 was not above 1 million NIS, does not own more than 3 3.5 ton vehicles	Vehicles owned by corporations whose total sales turnover (as reported to the tax authority, not including VAT) in 2016 was not above 10 million NIS.

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N3 - truck/lorry of total weight over 12 tons	0 NIS	0 NIS	15,000 NIS
M2 - a van seating more than 9 passengers, with a total weight of less than 5 tons	0 NIS	0 NIS	10,800 NIS
N3 - truck/lorry of total weight over 12 tons	0 NIS	0 NIS	15,000
M1 – a van seating up to 9 passengers	6,000 NIS		
N1 – commercial vehicle up to total weight of 3.5 tons	6,000 NIS		
N2 – truck/lorry of total weight 3.5 – 12 tons	12,000 NIS		
Heavy equipment	15,000 NIS		

It is hereby made clear that owners of old heavy vehicles (M2, M3, N3) whose sales turnover are above 10 million NIS, will not be entitled to install a diesel particulate filter for a subsidized price, and will install the filter at their own expense.

4.4.4 In any case it is hereby made clear that the garage owner will store all files relevant to the vehicle in a separate file for five (5) years at least, and will deliver to the Ministry any document requested.

It is hereby made clear that the garage is obligated to store all information gathered by any law in the framework of the services, and to avoid delivering that

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information to any third sides, or to use it for any other commercial enterprise, as detailed in its commitment according to the Protection of Privacy Law specified in **appendix J** attached to the documents of the present tender.

4.4.5 It is hereby made clear that the winning garage shall do its best to ensure effective, professional, and fast service. It is hereby made clear that releasing a vehicle – not attributed to its owner, later than three (3) business day after its intake, will be considered a breach of terms, as specified in article 7.5 henceforth.

It is hereby made clear that the garage and the vehicle's owner may coordinate in advance the owner's arrival subsequent to the filter's availability. It is hereby made clear that the garage owner must ensure the vehicle's delivery not later than 3 business days after its arrival.

4.5 The garage conduct – general instructions

4.5.1 The garage will be open for business in the customary business days from 9:00 to 16:00 at least, and in Saturdays and festival eves until 12:00. It is hereby made clear that in this framework the winning garage shall ensure the presence of an employee trained and authorized to perform the installation as specified in article 6.2.4 henceforth.

4.5.2 The winning garage shall install a conspicuous sign within its premises to the effect that is included in the Ministry's list of those authorized to install diesel particulate filters in a subsidized price.

4.5.3 No person shall enter the garage's premises without the knowledge and approval of the winning bidder.

4.5.4 The garage's gate shall be locked outside business hours.

4.5.5 The winning bidder will deliver to the Ministry once a month (not later than the 5th of each month) a monthly statement, in the form of an Excel file, and a document signed by the garage management, detailing the following data about each polluting vehicle in which a filter was installed:

- Serial number
- Registration number, engine's number, horsepower, chassis number;
- The vehicle/heavy equipment's manufacturer and model;
- The Vehicle's category (N2, N1, M1, M2, M3, N3);
- The vehicle/heavy equipment's owner, ID;
- A photocopy of the vehicle/heavy equipment's registration certificate;
- For heavy equipment, a photograph of the engine's tag;
- The vehicle/heavy equipment's date of arrival for the installation;
- The date of the installation's completion;
- Type of diesel particulate filter installed (manufacturer, model, VERT approval) and serial number;
- The date of the vehicle/heavy equipment's delivery;
- A copy of the invoice delivered to the vehicle/heavy equipment's owner in return for payment for the installation;

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- A copy of the integrity check, delivered by the licensing institution (attached as **appendix A** to the Ministry of Transportation's procedure, attached as appendix A to the present tender);
 - A copy of the installation's certificate delivered to the VH's owner, including the owner or warrantee's signature (attached as **appendix B** to the Ministry of Transportation's procedure, attached as appendix A to the present tender);
 - A photocopy of the vehicle/heavy equipment owner/warrantee's driving license; It is hereby clarified that delivering the monthly report to the Ministry is a precondition to paying the winning bidder, as detailed in article 7.1 henceforth.
- 4.5.6 In addition, the winning bidder shall deliver to the person in charge an annual report until March 1, or any other date specified by the person in charge, including all detailed in article 4.5.5 above, as well as delivering, at the Ministry's demand, copies of all installation documents and garage operations, including the licenses specified in article 6.2 henceforth.
- 4.5.7 The winning garage owner will ensure that no person will drive the vehicle since its delivery to the garage until its redelivery to the owner, without proper insurance and a test drive sign.
- 4.5.8 The activities of the winning garage, in relation to the present service, will abide by any law, including the existence of a business license, required authorization, etc.
- 4.5.9 The winner will be in touch regularly with the person in charge all through the engagement period, and will present, upon demand, any relevant document, or information.
- 4.5.10 In case of any doubt, it is hereby made clear that the Ministry will be authorized to use the data and reports, while the winner will not be authorized to make any use of them, unless by an explicit and written ahead approval of the person in charge.
- 4.5.11 It is hereby made clear that the Ministry or a person on its behalf will inspect, including on the ground, in any manner thought right, the supplier's services, and any winning bidder will be required to permit the inspection and deliver any document or information required in its framework.

5. The services scope:

As of today, the ministry estimates its ability in participating in financing the installation of around 5,000 diesel particulate filters in vehicle/heavy equipment of all types, executed by all winning suppliers.

However, and in case of any doubt, it is hereby made clear, that inclusion in the winning garages list will not guarantee any minimum number of installations.

Without limiting the foregoing, the Ministry will be authorized to change the diesel particulate filter installation procedures, at its discretion.

It is hereby emphasized that choosing among the winning garages is at the sole discretion of the polluting vehicle's owner.

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The engagement period with any winning bidder shall be two (2) years. The ministry may prolong the engagement for additional annual periods, up to five (5) years, if necessary and at the Ministry's discretion, including budgetary considerations, subject to the winning bidder's meeting the tender's terms in the following engagement periods.

6. Prerequisites and performance requirements

The tender is opened exclusively to bidders meeting each of the accumulating prerequisites specified henceforth.

It is hereby emphasized that some of the prerequisites detailed henceforth are performance requirements, noted by the letter B (henceforth "Performance requirements"). As for the PR, the bidder shall undertake, in a separate undertaking, to execute them **within 60 days** of receiving a note of winning in the present tender (B – PR), as detailed in **appendix D**, attached to the present tender.

Noncompliance with all requirements specified in the present article, shall disqualify the bid out of hand.

The Ministry reserves the right to visit the bidding garages throughout the bidding process, to verify their meeting the prerequisites, or preparations to fulfil the PR, before choosing the winning bidders.

It is hereby clarified that in case of some entities engaging to bid together in the present tender, each entity will be required to meet the prerequisites relevant to itself. In any case, the Ministry will engage with one entity only – the bidder – who will be solely responsible for the services.

Administrative requirements:

- 6.1.1 Presenting a licensed dealer certificate.
- 6.1.2 Presenting all certificates required by the Public Bodies (Transactions) Law, 5736 – 1976 (Enforcement of bookkeeping) – withholding tax certificate, accounting certificate);
- 6.1.3 If the bidder is a corporation, an up-to-date extract of being listed in a legal registry of corporations of its type, and an attorney/accountant affidavit verifying its existence, and the right of the signatories on its behalf on the tender documents, to commit the corporation by their signatures;
- 6.1.4 Presenting a certificate testifying to having no liabilities to the registrar of companies (henceforth "Certificate") -- presenting an up-to-date company extract from the registrar of companies, producible at: https://www.gov.il/he/service/company_extract. Please ascertain that the extract does not specify annual fees for years prior to the bidding submission. If the bidder is a company, ascertain that it is not listed or about to be listed as breaching the law.
- 6.1.5 Quote in NIS including VAT, in the form attached to the tender documents as **Appendix E**, filled, and signed as required.
It is hereby made clear, that a bidder interested in offering the service in more than one garage, should submit a quote for each garage.
- 6.1.6 The bidder shall attach an unconditional bank guarantee, from an Israeli bank, or from an Israeli insurance company (signed by the company) on the bidder's name,

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of 25,000 NIS including VAT. A bank guarantee should be submitted in the extract attached as Appendix F to the tender documents, valid until 29.11.2018.

The tenders committee shall be entitled to confiscate the guarantee's sum, whole or in part, in case the bidder relented after the opening of the tender box, or in cases where a winning bidder refuses to sign the agreement attached to the tender specifications, did not present a performance guarantee, or is unable to fulfill any other requirement to which it is bound by its bidding, by the tender's specifications and appendices, including the agreement attached the tender's specifications.

The guarantee will be returned to bidders who did not win the tender, following the tender procedures, or at its expiration, in signing the agreement with the tender's winner.

The tenders committee will be entitled to demand extensions of the guarantee's validity, as long as no decision about the winner was made.

6.1.7 An affidavit guaranteeing non-employment of migrant workers, payment of minimum wages as required by article 2C (B) of the Public Bodies (Transactions) Law, and the use of original and legal software packages, in the formula attached as **Appendix G** to the tender documents;

6.1.8 In case of incorporation of several entities in the framework of the present bid, or engagement with entities to participate with the bidder in providing the service, or employment of a sub-contractor, attach a commitment of engagement on behalf of the said entities with the bidder in providing the service. The Ministry will engage by contract with a sole entity – the bidder, which will be solely responsible vis-à-vis the Ministry to provide the services in generality.

It is hereby clarified that documents should be attached, testifying that the additional entities meet all prerequisites relevant to their part in providing the service.

6.1.9 A signed declaration and commitment related to the Protection of Privacy Law – 1981, attached to the tender documents as **Appendix I**.

6.1.10 The bidder should attach to its bid a "Bidder's Details Form" attached as **Appendix K**, filled and signed.

6.2 **Operational, professional and performance requirements:**

6.2.1 Presentation of a valid business license of the bidder/garage, **as specified in article 8.9 of the business licensing act – garage – a place of repair and maintenance of vehicles, heavy equipment and their parts, or article 8.6 D – vehicles – accessories installation, and including a garage of a business, not charged with licensing or any other relevant licensing article** (the decision about relevancy will be made by the Ministry's tender committee);

6.2.2 Presenting a valid license of the bidding entity as a **Maintenance factory (garage) 021 diesel vehicle mechanics of the Ministry of Transportation;**

6.2.3 The garage is located **within one of the districts** (Northern, Haifa, central, Tel Aviv, Jerusalem, South) as classified by the Ministry of the Interior to the local authority signed on the business license.

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- 6.2.4 The bidder's professional manager was qualified to install vehicle diesel particulate filters (meeting the threshold requirements of the present tender) by the filter's manufacturer. If, as for the proposal submission there is no such trained professional manager, the bidder will undertake to do all that is necessary to train such a professional manager, at his expense, not later than 60 days past winning the bid, and will deliver to the Ministry a training certificate from the filters' manufacturer (B).
- 6.2.5 The bidder owns the proper equipment to perform the services specified in the present tender, including the means necessary to perform a vehicular integrity check ("smoke check") as specified in article 4.1.7 above. If as for the proposal submission the bidder does not own the proper designated equipment, he will undertake to purchase the proper designated equipment, at his expense, not later than 60 days past winning the bid (B)
- 6.2.6 The bidder will commit to meet all requirements detailed in the work procedure specified in article 4 above "Services required from garage owners", and to act in accord with the tender requirements (B).

7. Cash compensations and quotation

7.1 In compensation for installing an original and new diesel particulate filter, and performing all services specified in the tender, the bidder shall be entitled to the following cash compensations:

A. **Payment from the vehicle/heavy equipment owner** – the winning supplier/garage, or its representative, will not charge the vehicle/heavy equipment owner more than the **subsidized sum** defined in article 4.4.3 above; it is hereby made clear that the garage owner will be forbidden from charging any additional payment from the vehicle/heavy equipment owner (above the subsidized sum defined in the present tender) for the services, including :the cost of the diesel particulate filter and spare parts, the installation cost, the licensing institution fees, countercheck costs (if required), etc. It is also made clear that the subsidized sum includes VAT.

B. **The maximum sum to be demanded by the bidder for all services in installing a diesel particulate filter in vehicles of types N2, N3, M3** – the sum to be demanded by the garage for the services detailed in article 4, is a function of the cylinder volume (milliliter) of the vehicle on which the diesel particulate filter will be install, under the following formula
$$A=B \cdot V \cdot T + \approx 15,000$$

A The total sum for all services involved in installing a diesel particulate filter, as detailed in the present tender, in NIS including VAT per vehicle, for any vehicle serviced at the garage

B The payment required to install a diesel particulate filter in relation to the cylinder volume. This sum shall not rise above **1 NIS including VAT**. The winning garage will put forward his bid for this element only.

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V The cylinder volume, as specified in the vehicle registration certificate

T T = 1 in non-turbocharged engine

T = 1.5 in turbocharged engine

It is hereby emphasized the same quote will be submitted for the vehicle types to which the bidder offers its services from categories N2, N3, M3.

It is hereby clarified that in cases of turbocharged engines which are not noted in the vehicle registration certificates, payment for a turbocharged engine (1.5 = T) will be approved only subject to a written approval from the person in charge, and the verification he demands, including a photograph of the engine or a relevant copy of the vehicle's manual.

C. The maximum sum to be demanded by the bidder for all services in installing a diesel particulate filter in vehicles of types M1, M2, N1 – the sum to be demanded by the garage for the services detailed in article 4, is a function of the cylinder volume (milliliter) of the vehicle on which the diesel particulate filter will be installed, under the following formula

$$A=B \cdot V \cdot T + \approx 20,000$$

A The total sum for all services involved in installing a diesel particulate filter, as detailed in the present tender, in NIS including VAT per vehicle, for any vehicle serviced at the garage

B The payment required to install a diesel particulate filter in relation to the cylinder volume. This sum shall not rise above **1 NIS including VAT**. The winning garage will put forward his bid for this element only.

V The cylinder volume, as specified in the vehicle registration certificate

T T = 1 in non-turbocharged engine

T = 1.5 in a turbocharged engine

It is hereby emphasized the same quote will be submitted for the vehicle types to which the bidder offers its services from categories M1, M2, N1.

It is hereby made clear that in cases of turbocharged engines which are not noted in the vehicle registration certificates, payment for a turbocharged engine (1.5 = T) will be approved only subject to a written approval from the person in charge, and the verification he demands, including a photograph of the engine or a relevant copy of the vehicle's manual.

D. The maximum sum to be demanded by the bidder for all services in installing a diesel particulate filter in heavy equipment – the sum to be demanded by the garage for the services detailed in article 4, is a function of the cylinder volume (milliliter) of the vehicle on which the diesel particulate filter will be installed, under the following formula

$$C=D \cdot X + \approx 22,000$$

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C The total sum for all services involved in installing a diesel particulate filter, as detailed in the present tender, in NIS including VAT per vehicle, for any heavy equipment serviced at the garage

D The payment required to install a diesel particulate filter in relation to the cylinder volume. This sum shall not rise above **40 NIS including VAT**. The winning garage will put forward his bid for this element only.

X The cylinder volume.

It is hereby emphasized the same quote will be submitted for all heavy equipment types to which the bidder offers its services.

E. Payment from the Ministry – maximum payment from the Ministry will be the maximum sum demanded by the winning garage, offset by the maximum subsidized sum that can be charged from the owner of the vehicle/heavy equipment by the garage, **as defined in article 4.4.3.**

7.2 The bidder shall submit his quote for payment for installing a diesel particulate filter, and all other services detailed in the present tender, in accord with the work procedure detailed above **for all vehicle types in the tender**, in NIS including VAT, in the attached form – **Appendix E** – filled as required and signed, in a separate envelope with the bidder's name and "Quote Public Tender 13/18;"

It is hereby made clear that the bidder is not obliged to bid for all vehicle types specified in the present tender.

7.3 The compensation presented shall be final and include all attendant costs. The Ministry and the vehicle's owner shall not pay other payments above the price fixed.

7.4 The prices in the bid shall be quoted in NIS, and include all relevant taxes including VAT.

7.5 Reduced compensation due to breach of terms:

The winning bidder shall perform all services in accord with the instruction and terms specified in the present tender. Without prejudice the Ministry's rights, if the winning garage shall not meet the performance requirements specified by the present tender, the person in charge shall be authorized to deduce from the compensation due to the winner the following sums:

Essence of breach	The Relevant article	Sum deduced
Installing a diesel particulate filter not compatible with The VH's model and engine	4.2	10,000 NIS for all vehicles

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Delivering a vehicle/heavy equipment with no registration documents or garage's installation certificate	4.4	5,000 NIS for all vehicles
Failing to meet the bidder's commitment to train a professional manager or acquire the proper equipment within 60 days of winning the tender	6.2.4 6.2.5 Appendix D	500 NIS per day of delay
Delay in reporting to the Ministry	4.5.5	500 NIS per day of delay
Any other breach detailed in the work procedure not mentioned here	4	1,000 NIS per each breach

It is hereby made clear the above reduction will not prejudice the Ministry/vehicle owner legal rights, including the right to terminate the engagement with the winning garage.

8. Mode of payment

- 8.1 Once a month (not later than the 5th of the month) the winner will submit to the person in charge a monthly report detailing all headings specified in article 4.5.5 above, regarding all polluting vehicles in which he installed a diesel particulate filter and completed all serviced required in the framework of the present tender in the previous month.
- 8.2 The winner shall attach to the monthly report a detailed invoice which will be delivered to the person in charge at the Ministry.
- 8.3 The person in charge shall approve in writing upon the monthly report and/or invoice the services' performance to his satisfaction (he is entitled to deduce from the compensation the sums detailed in article 7.5 above if the winning garage breached any of the terms). The person in charge will be entitled to cross check the data detailed in the monthly report with an authentic proof of the licensing office.
The person in charge will deliver the report (and the invoices if necessary) to the approval of the Ministry's Comptroller, or he may not approve the report and return it for corrections to the winning bidder.
- 8.4 Payment to a winning garage shall be performed in accord with the controller general's instruction, detailed in the controller's general memorandum about suppliers' maturity dates. A copy of the memorandum can be found here: http://www.sviva.gov.il/infoservices/mimshalzamin/tenders/documents/2006-320_sapakim_1.pdf
- 8.5 Linkage
The following linkage rules were set by the comptroller general
- Basic date – 11/06/2018.
 - Linkage beginning date – the date from which linkage is computed (generally, 18 of the basic date, excluding article K) 10/12/2019.
 - The base index – the last index published at the linkage date.
 - The record index – the known index on the linkage date.

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- E. Negative linkage – linkage performed when the record index is below the base index.
- F. Consumer Price Index – as published by the Central Bureau of Statistics or whomever was authorized by the Israeli Government to take its place

Linkage principles

- G. The prices shall be linked to the consumer price index fluctuations (henceforth: "The Index"). The computed linkage sum will be added (or reduced, if the relevant index decreased) to the rates set in the engagement.
- H. Indexing shall occur even when it is negative.
- I. Indexing shall be performed on the invoice date.

Linkage mechanism

- J. Indexing shall begin 18 months after the basic date, except as detailed in article K. The known index on that date will be set as the basic index.
- K. Linkage will occur every 6 months, thus the first linkage shall occur after 0 months from the linkage beginning, and every 6 months later.
- L. Despite article J above, if on a certain date (henceforth "day of change") in the first 18 months from the basic date, the index will rise by 4% or more from the record index, indexing will begin from that point in the following mode:
- M. The record index will be fixed as the basic index.
- N. Indexing will be performed 18 months after the basic date, as stated in article J above.

9. Winning the tender

The winner shall be selected as follows:

9.1 First Stage – meeting the threshold terms

At this stage will be examined the bidder's meeting the administrative and professional threshold terms, and is a declaration of commitment to meet the performance requirements, as an engagement condition, as detailed in article 6 above.

9.2 Second stage – selecting the winning bids

With the approval of the tenders committee, in relation to each district and each vehicle or heavy equipment type, the cheapest bids will be selected, under the following numbers:

VH Category	Number of bids in the Haifa, Central, Southern districts	Number of bids in the Northern, Tel Aviv, Jerusalem Districts
N2, N3, M3	One bid per district	2 bids per district
N1, M2, M1	2 bids per district	2 bids per district
Heavy equipment	2 bids per district	2 bids per district

- The list of the winning garages shall be published on the project's internet site, on the Ministry's internet site and in any other manner thought right.

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- The Ministry will be entitled to fix a maximum number of vehicle/heavy equipment for which it will pay. The quotas for each garage will be fixed according to the Ministry's priorities, and in relation to the winning rating.
- It is hereby made clear that a winning garage included in the authorized garages list, that will refuse to intake an old heavy equipment, will be considered in breach of contract, and the ministry will be entitled to take any and all steps at its disposal, subject to any law and to the engagement agreement.

10. Conflict of Interests

Any supplier or garage identifying a possible conflict of interests between supplying the serviced in the framework of the present tender and other of its interests, will specify all the details needed to decide whether there is a conflict of interests (such as service types, service period, etc.).

The Ministry maintains the right to disqualify a bid of any bidder who is or may be, directly or indirectly, in a conflict of interests, as aforesaid. And it is hereby made clear, that the decision about being in a conflict of interests or a possible conflict of interests rests solely with the Ministry's tender committee, subject to a hearing of the bidder.

11. The bid's structure and submission

11.1 The bidder should prove it is meeting all details required in the tender, and include all confirmations and proofs testifying to its meeting the threshold terms detailed in article 6 above. A bid disregarding the requirements as aforesaid, may be subject to a completion/clarification of these, or may be disqualified out of hand by the tender committee, subject to the committee's discretion.

11.2 The bidder should attach to the quote a declaration and commitment as specified in **appendix D** attached to the present tender documents, declaring that if the bid is selected as a winner, he undertakes to meet all performance requirements marked B, as detailed in article 6.2 above.

11.3 The bidder should attach to his quote an autonomous bank guarantee as aforesaid in article 6.1.6 above. It should be submitted in the form attached as **Appendix E** to the documents of the present tender, and be valid until 29.11.2018 inclusive.

11.4 The bidder should attach to his quote the agreement attached to the documents of the present tender as Appendix E, signed and including performance guarantee appendices and a "Non-conflict of interest and a commitment to maintain secrecy" declaration.

11.5 The bidder should attach to his bid the quote on his behalf, in the form attached as **Appendix E** for the requested services, filled and signed as required. The bid will be submitted in a separate closed envelope with the bidder's name and "**Quote tender 13/18**"

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11.6 All tender documents should be attached to the quotation, with every page initialed.

11.7 Detailed quotes as required above and attached documents as requested above should be placed in the original + two copies, in a closed envelope with no identifying signs – note on the envelope "Public Tender 13/18" – in the tender box of the Ministry for Environmental Protection, 5 Kanfei Nesharim St. entrance floor, until Monday 11/06/2018, 13:00. The quote should be submitted as directed in article 7 above. The existence of the quote in the tender box as of this date is the bidder sole responsibility. Quote arriving after the submission deadline shall be disqualified out of hand. Faxed quotations shall be disqualified out of hand. The Ministry is entitled to postpone the deadline.

This tender and its appendices, clarifications and supplements, added after its publication and answer of the winning bidder shall constitute an integral part of the contract to be signed.

11.8 The Ministry reserves the right (but is not committed to) correct technical flaws in the quotations in order to match them with the tender requirements, or to allow the bidders to do so, subject to any law, especially the Mandatory Tender Regulations, 1992.

12. Insurance requirements

The service provider undertakes to buy and maintain all the insurance policies detailed here, on his and the State of Israel behalf – the Ministry for Environmental Protection, and to present to the Ministry the policies including all required covers and terms. The limits of liability will not be less that noted henceforth:

1. Employer's Liability Insurance

- A. The service provider shall insure his legal liability toward his employees, by an employer's liability insurance covering the State of Israel and the occupied territories;
- B. The limit of liability shall not be less the 5,000,000\$ per employee, case and year;
- C. The coverage shall extend to cover his liability toward contractors, sub-contractors and their employees, and he will be considered their employer;
- D. The coverage shall be extended to indemnify the State of Israel – the Ministry of Environmental Protection, in cases when it will be claimed that they carry employer's liability in any accident/professional sickness, toward an employee of the service provider, contractor, sub-contractor, and their employees.

2. Garage Liability Insurance

- A. The service provider shall insure is legal liability according the Israeli laws, by a garage liability insurance policy in all territories of the State of Israel and the occupied territories, including:
 1. Third parties liability;
 2. Vehicle in a garage liability;
 3. Service, maintenance, and repair liability.

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- B. The liability limit shall not be less than 250,000\$ per case and period of insurance (year);
 - C. The policy shall include a cross liability clause;
 - D. The coverage shall extend to cover his liability toward third sides due to activities of contractors, sub-contractors and their employees;
 - E. The coverage shall extend to cover the State of Israel – The Ministry of Environmental Protection, as far as they will be liable for deeds and/or omissions of the service provider or those acting on his behalf.
- It is hereby made clear that if the bidder does not or would not employ contractors or sub-contractors for the purpose of performing the required services, he will be required to declare such in writing.

3. Vehicle Commerce Insurance

Vehicle commerce insurance – compulsory and comprehensive (including third side damages), or a declaration the garage owns a street driving sign.

4. General

In all required policies the following terms shall be included:

- A. "The State of Israel – The Ministry of Environmental Protection shall be added as insurant, subject to the following extensions:
- B. Any reduction or cancelation of the insurance by any side will not be valid, unless notified 60 days in advance to the Ministry comptroller;
- C. The insurer waives any right of subrogation/chipping claim participation or return toward the State of Israel – the Ministry of Environmental Protection and their employees, as long as the waiver will not apply to a person who caused the damage maliciously;
- D. The service provider is solely liable to the insurer for payment of all premiums, and fulfillment of all liabilities imposed upon the insurant by the policies' terms;
- E. All self-participations in all policies are the sole liability of the service provider;
- F. Any clause in any insurance policy, canceling, or reducing the insurer liability, when another policy exists, shall not influence the State of Israel, and the insurance is considered a primary one, crediting all rights according to the policy.
- G. Any intention exception and/or gross negligence exception will be canceled in all policies.

Copies of all insurance policies, ratified by the insurer, or an approval in writing of the insurance existence as aforesaid, will be delivered by the service provider to the Ministry of Environmental Protection prior to the signing of the contract. The service provider undertakes, for the entire period of engagement with the State of Israel – The Ministry of Environmental Protection, to maintain the validity of all insurance policies. The service provider undertakes to renew the policies each year as long as the contract with the State of Israel – The Ministry of Environmental Protection is valid. The service provider undertakes to present copies of the renewed policies, ratified and signed by the insurer, or a certificate of their renewal signed by

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the insurer to the Ministry of Environmental Protection, two weeks at least before the end of the period of insurance.

Nothing in the insurance articles shall exempt the service provider from any legal or contractual liability, and the aforementioned should not be interpreted as a waiver of the State of Israel - the Ministry of Environmental Protection of any right or relief bestowed by law or by this contract.

13. Clarifications and changes

Questions should be delivered in WORD format by email (scanned documents or PDF's will not be accepted) to the address michrazim@sviva.gov.il not later than Thursday 31/05/2018.

It is hereby clarified that answers to the questions, published in mr.gov.il, are an inseparable part of the tender's documents.

The Ministry clarifies that abiding answers are those given in writing and published by the Ministry.

Potential bidders are requested not to request verifications of email arriving.

- In clarification questions, please note the specific article to which the question refers.
- The bidder should add all questions and answers, in a signed document, to his quotation.

Clarification answers will be published on 31.05.2018.

The Ministry is entitled, at any time, prior to the bidding deadline, to change the tender's document at its initiative or in response to the bidders' questions. These changes will constitute an inseparable part of the tender terms and be published on the Ministry internet site.

14. General

14.1 The Ministry is not obliged to choose the cheapest bid and/or any bid. The Ministry may cancel this tender any time from its own considerations;

14.2 The Ministry reserves the right to split the tender between several winners, and to accept parts of the quotation.

14.3 The Ministry may disqualify an unreasonable quote or any quote not referencing one of the tender's articles, preventing its proper evaluation.

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14.4 With no prejudice to the tender's specifications, if a quote was canceled up to 90 days from the submission deadline, the Ministry may confiscate the guaranty attached by the bidder to his quotation.

14.5 With no prejudice to the aforementioned or to any other vested right, quotations meeting the threshold terms, but did not win, will remain valid for 60 days following the tender's end, in case of one of the winners would reconsider his quote or breach his engagement terms, or his win would not materialize. In such circumstances, the tender committee will have the right, at its sole discretion, to pronounce the second best quote as the winner.

14.6 A bidder meeting the requirements specified in the amendment (15) to the Mandatory Tender Law – 2002 (henceforth: "the amendment to the Mandatory Tender Law"), in the matter of encouraging women in business, should submit a certificate and an affidavit proving that the business is controlled by a woman (for the meaning of the terms "business," "Business controlled by a woman," "confirmation," and "affidavit" see the amendment to the Mandatory Tender Law)

14.7 According to the amendment to the Mandatory Tender Law, following the weighting of the results, if two or more quotations were weighted equally, which scored the highest, and one of the bidders came from a business controlled by a woman, the aforementioned quote shall win the tender, if it was accompanied by a "confirmation" and an "affidavit."

14.8 The Ministry reserve the right to approach, during the inspection and evaluation, all bidders to receive clarifications, or to remove any doubts which may arise during the inspection of the quotations, subject to the comptroller instructions, and the Mandatory Tender Law's instructions and regulations, including demanding a document or information (technical, economic, financial, etc.), needed for a proper and fair conduct of the tender, including a document or information concerning the skills, experience or capabilities of the bidder or the service providers presented in it;

14.9 The Ministry will be entitled (but not obliged), at its sole discretion, to invite the bidder and the proposed professional team, to appear before the tender committee or its representative, to present the quote and to answer questions, in order to be impressed by the bidder and professional team capabilities to perform the tender specifications;

14.10 In addition, and without prejudice to the instructions of the present tender, to any law or precedent, the tender committee may, based on written arguments, order a correction of any flaw in the tender or to repress the flaw, if the committee found that such a decision serves in an optimal manner the public good and the goal of the present tender.

14.11 Subject to the Tender Law's regulations – 1993, unsuccessful bidders may request to scrutinize the winning quotation, and the tenders committee will be entitled, at its own discretion, to present to unsuccessful bidders any document which, by its professional evaluation, does not constitute a professional or commercial secret.

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14.12 A bidder thinking that parts of his quote include commercial or business secrets (henceforth – secret parts), which in his opinion should not be presented to other bidders following the tender, shall:

- Earmark explicitly and unequivocally the secret parts in his quotation.
- A bidder who did not earmark secret parts in his quotation, would be considered as agreeing that his quote will be delivered to other bidders, if he would be declared winner in the tender. A bidder who earmarked some parts of his quote as secret – will be considered as agreeing that the other parts of his quotation, not earmarked, will be delivered to other bidders.
- Earmarking secret parts constitutes an admission that the same parts in other quotations are secret as well, therefore, the bidder waives ahead his right to scrutinize these parts in the other quotations.
- It is hereby emphasized that the tenders committee enjoys sole discretion as to the scrutinizing right of the bidders. The committee will act on this subject in accord with the tender laws, and the criteria obligating an administrative authority.
- If the tenders committee would decide to permit scrutiny of parts in the winning bid, which the bidder defined as secret, it would notify that bidder, and permit him to object within a proper time framework.
- If the tender committee would decide to reject the objection, it will notify the winning bidder before delivering the material to be scrutinized by the applicant.

14.13 The Ministry makes clear that the winning bidder is not its employee, and his services are hired for a limited period. The winning bidder will not be integrated into the Ministry's work, his main offices will be outside the Ministry's premises, he will not enjoy administrative services in the Ministry, or integrate within its hierarchy, nor use any legal powers bestowed on the ministry's employees are involved in the ministry's operations. The bidder shall not present himself as a Ministry's employee, but as someone operating on its behalf;

14.4 The bidder chosen to perform the services will sign a contractorship agreement vis-à-vis the contractor in the form attached to the documents of the present tender.

14.15 Any changes or additions made to the bidding documents attached here, and any reservations in writing on the documents or by an attached letter, shall be disregarded in discussing the bid, and may even cause its disqualification;

14.16 The Ministry does not commit itself to any minimal scope of services ordered, and may, by its own discretion reduce their scope. The Ministry may cut the engagement by a notice, 30 days ahead;

14.17 The winning bidder shall be required, subject to the Ministry's discretion, to deliver reports, documents, or bills required for paying for his work, in the framework of the Government suppliers' portal and/or the Ministry suppliers' portal, in regard of the TAKAM's directives and the relevant General Comptroller instructions, and he will write

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a user's contract of use at: <http://www.mof.gov.il/Takam/Pages/default.aspx> Alternatively, he may present a supplier's certificate;

14.18 It is hereby made clear the information gathered for the purpose of supplying the services, shall be used for supplying services to the Ministry, and no other use shall be made of it, unless with an explicit and written approval of the Ministry of Environmental Protection, and a third party if necessary;

14.19 The work products and copyrights, of any kind, shall be the sole property of the Ministry of Environmental Protection. The right to publish the materials is reserved for the Ministry of Environmental Protection solely, unless with an explicit and written approval of the Ministry of Environmental Protection;

14.20 The bidder shall undertake and declare, as a part of the bid, that as of the submission of the bid, he does know of any legal prevention, which may interfere with supplying the services subject to the present agreement, and he is not involved, directly or indirectly, in any other issue suspected of conflict of interests regarding his commitments by virtue of the agreement to be signed with the Ministry in accord with his declaration in appendix A;

14.21 The winning bidder shall undertake to abstain, during the agreement period, from taking part or being involved in any transaction or business involving or which creates a conflict of interest with the Ministry of Environmental Protection;

14.22 The winning bidder undertakes to bring to the knowledge of the Ministry any information which may be relevant to the Ministry's decision about whether he may be situated in a conflict of interests. With no prejudice to the generality of the aforementioned, the party selected to deliver the services will notify the Ministry of any offer it received, which may imply a conflict of interests. The service provider will undertake that project, only if the Ministry shall notify him, ahead and in writing, that it does not object.

14.23 The Ministry reserves the right to terminate the engagement if the winning bidder did not supply the required services, or did not abide by the timetables as necessary in receiving the services.

14.24 The ministry reserves the right to invite the bidders to a personal interview to receive a general impression.

14.25 The tender articles shall not subtract from the Ministry's rights by any law.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

A list of appendices to the tender:

Appendix A – Ministry of Transportation Procedure

Appendix A to the procedure – a sample certificate of installing a diesel particulate filter – from a licensing institute

Appendix B to the procedure – a sample garage certificate of installing and testing a diesel particulate filter

Appendix B – Management and accountant confirmation

Appendix C – An authorization of the vehicle's owner to install the diesel particulate filter

Appendix D – A declaration and commitment to abide by the performance requirements

Appendix E – A quote form

Appendix E 1 – A quote form for vehicle types N2, N3, M3

Appendix E 2 – A quote form for vehicle types N1, M2, M1

Appendix E 3 – A quote form for heavy equipment

Appendix F – Bidder Guaranty form

Appendix G – a commitment not to employ migrant workers, minimum wage payment, and the use of original software packages.

Appendix H – Engagement Agreement, including appendices (a conflict of interests and keeping secrecy declaration, a commitment not to employ migrant workers, and to use original software packages, and a performance guarantee)

Appendix I – insurance existence confirmation

Appendix J – A declaration and commitment in the matter of the Protection of Privacy Law – 1981

Appendix L – a declaration about incoordination of quotation

Appendix K – Bidder details Form

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix A

Ministry of Transport and Road Safety

Bureau

Senior Deputy Director for Traffic
 Vehicle and Maintenance Services Bank

8 Hamalakha St., Tel Aviv
 Air Pollution Sector
 P.O. Box 57031, Tel Aviv 61570
 Tel.: 03-5657103/09
 Fax: 03-5657105
 Date: 21 Adar A, 5776 1 March 2016
 Reference: 04955016
 File: Air pollution

Procedure instruction 026/16	Mandatory specifications for the installation of particulate filters as a special end means to reduce diesel- powered vehicle air pollution	Valid from the day of publication
---------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------

1. **Background**

High concentrations of air contaminants originating from traffic, including particulate matter emitted from diesel engines are measured in many city centers, and the World Health Organization has found a direct link to a rise in cancer (2012). Today, as a result of the strict standards in Europe and the US, automotive manufactures are required to install at source particulate filters on all new diesel vehicles. Old vehicles, which were manufactured before the binding standards, and consequently have not had the filters installed, are considered to be more polluting vehicles.

Diesel particulate filters are considered to be the most effective end means for reducing particulate air pollution from existing vehicles by means of retrofitting. Diesel particulate filters (hereinafter: the filters) can reduce the number of breathable particles: crude (PM 10), fine (PM 2.5), and nanoparticles at a rate of more than 98%.

The Ministry of Environmental Protection is working together with local authorities in Israel to operate what are known as "clean air areas" in city centers in Israel, where the movement of polluting vehicles will be restricted similar to clean areas operating in hundreds of cities in Europe. In the final stage for implementation of the clean air area plan, the entry of "polluting vehicles" into city centers in Israel will be prohibited. As a result of the application of this plan, the motivation of drivers, public transport companies, and vehicle fleets to install particulate filters in old vehicles, which still have significant remaining service life, will be boosted. The installation of the filters will

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



change the classification of the vehicle, allowing its entry into clean air areas. The Ministry of Environmental Protection will also issue individual instructions to a number of large fleets, gradually prohibiting the use of polluting vehicles, and allowing the retrofitting of particulate filters.

According to the profession position of the Ministry of Environmental Protection, the installation of particulate filters in diesel vehicles, which do not conform to the Euro 6 Standard is a priority. However, as part of the implementation of the clean air areas, a "polluting vehicle" will be defined as a diesel vehicle, except for passenger diesel vehicles, which do not conform to the Euro 4 Standard or higher. Because the Euro Standard is not mentioned in the vehicle license, below are the criteria for examining a polluting vehicle by year of manufacture and the type of vehicle.

M1 – Vehicle for carrying passengers, which the vehicle license classifies as a taxi
N1 – Truck with a total weight of up to 3.5 tons
N2 – Truck with a total weight of 3.5-12 tons
N3 – Truck with a total weight of more than 12 tons
M2 – Vehicle for carrying passengers with a weight of less than 5 tons
M3 – Vehicle for carrying passengers with a weight of more than 5 tons

On the basis of experiments and tests conducted around the world, a number of countries have prescribed professional bodies for particulate filters which confirm the rates of particulate reduction following the installation of the filter, according to the test specifications. Accordingly, these countries have published lists of filters with proven effectiveness at different levels and classifications (according to the test specifications that these bodies have published). For the purpose of this procedure, three of these bodies are mentioned, as follows:

Verified Emission Reduction Technology-VERT (Switzerland)

California Air Research Board- CARB (California)

Environmental Protection Agency-EPA (USA)

Federal Office for the Environment

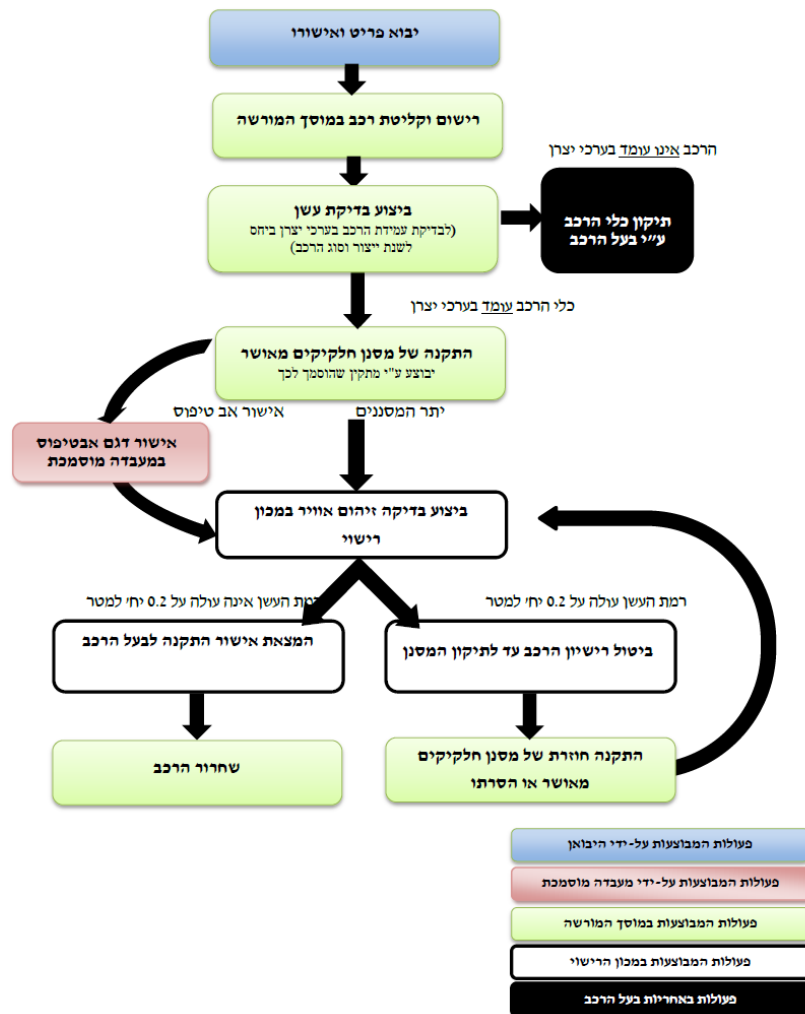
This procedure specifies the requirements for each the import and installation stages of the vehicle particulate filters and the installation records at the Motor Vehicles Bureau for the purpose of approving the change in the vehicle structure for future needs, including entry into a clean air area.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Flow chart describing the sequence of actions and process outline



Import and approval of the item

Performance of exhaust test (to test if the vehicle conforms to the manufacturer's values for the production year and type of vehicle)

Vehicle does not meet the manufacturer's values

The vehicle owner repairs the vehicle

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The bidder's initials: _____



Vehicle meets the manufacturer's values

Installation of an approved particulate filter

Prototype approval Other filters

Certified laboratory approves prototype

License institute performs air pollution test

Exhaust level does not exceed 0.2 units per meter

Issue of the installation certificate to the vehicle owner

Exhaust level exceeds 0.2 units per meter

Cancellation of the vehicle license until installation of the filter

Vehicle release Removal or reinstallation of an approved particulate filter

Actions carried out by the importer

Actions carried out at the authorized garage

Actions carried out at the license institute

Actions at the responsibility of the vehicle owner

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The bidder's initials: _____

2. **Import requirements**

2.1. The importer shall have a trade license for trading goods for transport products. The import license shall be granted, subject to an inspection and authorization by the trade and import sector director at the Ministry of Transport and the transport air pollution sector director at the Ministry of Environmental Protection.

- a. The filter importer shall issue to the Ministry of Transport a certificate that the filter model has been approved by one of the following bodies: CARB, EPA, VERT (hereinafter: "the authorizing body"). The certificate will detail the kind of filter, manufacture, model, and reduction efficiency. Authorization from the transport air pollution sector director at the Ministry of Environmental Protection conforms to the aforementioned specifications and that the filter has a proven reduction efficient of at least 98% of the number of particles.
- b. The filter importer shall issue to the Ministry of Transport a document of the filter manufacture, which includes:
 - A certificate by the authorizing body confirming which applications the filters are suited, *inter alia*, a list of vehicle/engine models for which the filter is suitable (authorization of a match to the engine model will be shown at every installation).
 - Installation into the vehicle instructions, operating requirements, maintenance, list of the necessary infrastructures for the filter during the installation (installation and testing tools), and post-installation (in English and Hebrew).
 - The importer's warranty for the filter systems, or liability for other damage caused to the vehicle engine as a result of the installation under routine operating conditions for two years.

2.2. Commitment of the manufacturer and the importer to supply spare parts and provide maintenance services for the filter and its systems for at least seven years.

2.3. Commitment to carry out recalls.

2.4. The trade and import director at the Vehicles Department will issue the import license.

3. **Specifications for the installation and approval of the filter in a vehicle**

For vehicles in which the manufacturer installed a particulate filter at source, the installation of a filter under this procedure shall only be performed in conformity with the Ministry of Transport specifications for the installation of means for treating alternative emission gases.

- Before performing the installation, the installer is responsible for verifying that the aforesaid conditions are upheld.
- a. The working order of the vehicle in which the installation will be made by means of an air pollution test under the vehicle air pollution test procedure at Ministry of Environmental Protection licensing institutes (hereinafter: "the exhaust test").
- b. The installation will only be performed at an authorized enterprise on behalf of the Ministry of Transport for Profession 021 – diesel vehicle mechanic. The filter manufacturer will certify the installation manager (in this procedure: "the installer").

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The bidder's initials: _____



- c. Ministry of Transport authorization to import the filter, *inter alia*, the filters mentioned in the import specifications in section 2 hereinabove.
 - d. The installation of the filters will conform to the filter manufacturer's instructions for the particular vehicle and engine model. **The installation will only be performed with the issue of written permission by the filter manufacturer that the filter model is suitable for the engine model.**
 - e. If a prototype filter model is installed, a certified laboratory will approve the installation.
 - f. The installer will have the appropriate training from the filter manufacturer or its representative, and he will possess the documents certifying that the filter manufacturer or its representative certified him to perform installations of this kind
- Following the installation, and before the installation is approved at the Ministry of Transport, the installer shall verify that:
 - a. The installation was performed properly pursuant to the filter manufacturer's guidelines and that the system is in working order. The installation will not affect the roadworthiness of the vehicle.
 - b. By the dashboard, a device has been installed warning the driver of a rise beyond the maximum counter-pressure in the exhaust pipe (pursuant to the value permitted by the authorizing body).
 - c. The installer has the duty to conduct an exhaust test at a license institute and record the installation of the filter in the vehicle's license.
 - At the completion of the licensing process, the installer shall verify that:
 - a. A particulate filter installation test certificate (Appendix A) has been obtained from a licensing institute. The original certificate will be given to the driver and the institute will keep a copy. The installer will send a copy to the Ministry of Environmental Protection whenever requested.
 - b. The installer will issue the driver the following documents:
 - The garage's certification that the particulate filter has been installed and tested (Appendix B)
 - The importer's warranty for the filter systems
 - The filter manufacturer's maintenance conditions
 - A declaration of the possible changes in fuel consumption and vehicle performance

4. License institute's responsibility

The license institute is responsible for performing the exhaust test on a diesel vehicle on which a particulate filter has been installed to verify that:

- a. The license institute will check that the issue of the prototype certificate by the certified laboratory for the filter model.
- b. The issue of written authorization by the filter manufacturer that the filter model is suitable for the engine model.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



- c. Obtain the garage's certification that the particulate filter has been installed and tested (Appendix B). The certificate will be filled out, except for the section called "license institute test", which the garage will fill out after the license institute test.
- d. If the exhaust values do not exceed 0.2 units per meter, the license institute will issue the vehicle owner a particulate filter installation test certificate (Appendix A), confirming that the filter installed has passed the air pollution test pursuant to the vehicle air pollution test procedure at the Ministry of Environmental Protection's license institutes.
- e. If the exhaust values exceed 0.2 units per meter, even if they are lower than the values prescribed under the Clean Air (Vehicle Air Pollution) Regulations, 5772-2012, (the values that the vehicle manufacturer prescribed for that model of vehicle and engine for that production year or the default values, as applicable), the vehicle license will be voided until the filter is repaired or removed.

Sincerely,

Idan Abudi, Director,
Energy, Fuels, and Environmental Quality Section

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix A to the Ministry of Transport Procedure

Particulate filter installation test certificate

Test no.	
Vehicle no.	
Vehicle manufacturer and model	
Year of production	
Odometer reading	

Test date:		Test time:	
Engine temp. (°C)	Standard specifications:	Measured:	Status:

Test	RPM	Light absorption (m ⁻¹)	Status
Standard specifications	4800-5200	Up to 0.2	
Test 1 -			
Test 2 -			
Test 3 -			
Average -			

I confirm that the chassis no., engine, and vehicle particulars match what is recorded in the vehicle license when the air pollution test was performed, and that this vehicle passed the air pollution test (exhaust level) at the appropriate value for a vehicle with a particulate filter	Name and signature:
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------

This certificate is value for one year from the date of the test. When this date expires, the vehicle with the particulate filter will have to undergo a new licensing process as part of the annual license process (annual test)	License institute stamp:
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix A to the Ministry of Transport Procedure

Garage's certificate for the installation and testing of the particulate filter

Information on the particulate filter:	
Name of the manufacturer (brand)	
Model	
Identification no. (catalogue no.)	
Date assembled	
Information on the vehicle	
Vehicle category	
Name of the manufacturer (brand)	
Model	
Production year	
License no.	
Information on the engine	
Name of the manufacturer (brand)	
Model	
Production year	
Engine capacity (horsepower)	
Odometer reading (before installation of the filter)	
Measurements before installation of the particulate filter	
Exhaust test (1/m)	
License institute test	
Test date	
Test date	
License institute name	
Installer's warranty	
Installer's name and signature	
Garage's name and stamp	
Date	

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix B

Declaration of the managers* and accountant

* This declaration will be signed by the company officers who are signed the last annual financial statement or their successors in the positions. If it is an entity that only files statements for tax purposes, the term shall refer to the person who signed the last annual statement for Income Tax.

Sincerely,

Ministry of Environmental Protection

Re: Company/enterprise (company no./association no.)

- declaration for the installation of subsidized particulate filters on M2, M3, and N3 vehicle classifications

We wish to install subsidized particulate filters on M2, M3, and N3 vehicle classifications (pursuant to what is mentioned in the vehicle license), the year of production of which (pursuant to what is mentioned in the vehicle license) is through 2005 (inclusive), and we hereby declare that, to the best of our knowledge, and for these needs only, as follows:

Mark (X) in the correct box	Conditions for obtaining a subsidy from the Ministry of Environmental Protection for the installation of particulate filters	Filter price after the subsidy (including VAT)
	The sales turnover of the company/enterprise, pursuant to the VAT reporting rules (not including VAT) for 2016, does not exceed NIS 1 million, and the number of vehicles that the company/enterprise owns, as of the date this declaration was signed, does not exceed three vehicles of more than 3.5 tons	NIS 0
	The sales turnover of the company/enterprise, pursuant to the VAT reporting rules (not including VAT) for 2016, does not exceed NIS 10 million	M2 – NIS 10,800 M3/N3* – NIS 15,000 <small>* vehicle type – as stated in the vehicle license</small>

The name and title of the authorized signatory on behalf of the company/enterprise

We are aware that you rely on this declaration for the purpose of examining our application for obtaining a subsidized particulate filter.

Sincerely,

Name and title of the authorized signatory on behalf of the company/enterprise

Name and title of the authorized signatory on behalf of the company/enterprise

Date

Signature

Date

Signature

Accountant's name

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Date

Signature

Appendix C

Example of power of attorney

Link to a corporate power of attorney form

<https://forms.gov.il/forms/Resources/DownloadSetup/AGFormsDownloadToolbar.htm?formid=licensing9%40mot.gov.il>

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix D

Declaration and commitment to fulfill the performance conditions

Date: _____

Ministry of Environmental Protection,

I, the undersigned, _____, company no./association no. _____, hereby undertake that if I win **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in old heavy vehicles**, I shall carry out all the performance conditions mentioned in the tender documents and as mentioned hereinbelow:

1. Throughout the agreement, I undertake to operate pursuant with the requirements of the tender, and without infringing on the generality of the aforesaid, to uphold all the requirements mentioned in the work procedures mentioned in section 4 of the tender documents, entitled, The services required from the authorized garage owners.
2. Within 60 days from the date of notification of the win in the tender, I shall engage at least one installer at the garage who has undergone training in the installation of particulate filters in vehicles (who meet the threshold conditions under this tender) by the filter manufacturer, and I shall issue to the Ministry confirmation of the training by said particulate filter manufacturer.
3. Within 60 days from the date of notification of the win in the tender, I shall procure all the specialized equipment required to perform the services that are the subject of the tender.

In witness whereof, I sign:

Date _____

Declarant's name _____

Declarant's signature _____

I, the undersigned, Adv. _____, hereby declare that on this day _____, there appeared before me, Mr. _____, at my offices at _____, and signed said declaration before me, after I warned him that if he does not state the truth, he shall be liable to the penalties prescribed in law.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix E1: Quote Form for vehicles, type N2, N3, M3

Date: _____

To the Ministry of Environmental Protection,

- A. Our proposal is hereby submitted in Public Tender 20/17 for the selection of authorized garages to install diesel particulate filters in polluting vehicles.
- B. We declare that we uphold all the conditions are required in the tender conditions, and hereby attach the authorizations and references for this.
- C. We are submitting our proposal for the provision of Services with respect to the following kinds of vehicles.

Type of vehicle	Mark V in the vehicle category that the garage wishes to offer the service mentioned in this tender
N3 – Truck with a total weight greater than 12 tons	
M3 – Passenger vehicle for more than 9 passengers with a total weight greater than 5 tons	
N2 – Commercial vehicle with a weight of 5-9 tons	

- D. The quote for the performance of the Services mentioned in this tender, for the installation of diesel particulate filters in all kinds of vehicles that the bidder marked in section C:

$$A = \text{NIS } 15,000 + T \times V \times B$$

A	The full sum for all the Services for the installation of a diesel particulate filter as mentioned in this tender in NIS, including VAT, for vehicles with respect to all the vehicles for which the bidder wishes to provide the service
B	The payment for installation of a diesel particulate filter by engine volume. This sum will not exceed NIS 1, including VAT. The bidding garage shall submit a proposal for this vehicle only.
V	Engine volume (ml)
T	= 1 in an unconventional engine (not turbo)
T	= 1.5 in a conventional engine (with turbo)

The quote for engine volume (B) is NIS _____, including VAT.
This quote will not exceed NIS 1, including VAT.

- E. The compensation I propose is final, and includes all the related expenses, which will be required to perform all the Services required for the installation of the diesel particulate filters in the vehicles, *inter alia*, procurement, price of the filter and additional necessary spare parts, cost of installation, Motor Vehicle license sticker, cost of performing a repeat test (if needed), and VAT.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



- F. The linkage shall be pursuant to the linkage mechanism mentioned in the Tender Documents. It is made clear that no linkage shall be awarded, except for linkage pursuant to the Accountant General Regulations.
- G. Pursuant to Accountant General Regulation 7.4.9, the quote shall not subject to any condition, and the quote shall be upheld pursuant to the specifications of the Tender author.
- H. The quote shall include VAT. If changes occur in the VAT before an invoice is received, the compensation to which the supplier is eligible shall be revised. The general provisions to the quote:
1. The quote hereinabove is the final price, and includes all the expenses involved in the provision of the Services (training workers, procurement of equipment, telephones, photocopies, etc.) The Ministry shall not pay any supplement beyond the quote presented.
 2. I also declare that, as of the date the quote was submitted, there is no legal impediment that would infringe on the provision of the Services that are the subject of this Tender, and I have no direct or indirect relationship and/or involvement in any other matter that could cause concern of a conflict of interests with respect to our commitments by virtue of the agreement that the Ministry shall draw up.
 3. I am aware that if I am selected to perform the Services, I shall undertake to refrain from participating and/or being involved in any other transaction and/or matter that, during the agreement period, is liable to create a situation of a conflict of interests with the agreement with the Ministry of Environmental Protection.
 4. I am also aware that if I am selected to perform the Services, I undertake not to provide Services to entities, which I helped the Ministry supervise as part of the Services that are the subject of this Tender, during the agreement period and for six months after the expiry of the agreement period.
 5. If I am selected to perform the Services, I undertake to bring to the attention of the Ministry any information that is liable to be relevant for the Ministry to determine if there is a conflict of interest or concern of conflict of interests at it. Without derogating from the generality of the aforesaid, if I am selected to perform the Services, I shall notify the Ministry of any proposal offered us and which raises concern of a conflict of interests as mentioned. I shall assume the performance of that work only if the Ministry grants prior written permission and has no objections to it.
 6. I have carefully read all the particulars of this Tender and its appendices, and I hereby declare that I have understood the requirements and agree to meet all the requirements and conditions and that I agree to the terms of the agreement, which constitute an integral part of your inquiry, and on the basis thereof I wrote my proposal.

I declare that pages ___ of the proposal are commercial or professional secrets.

Name of the bidder _____

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



I.D. (authorized enterprise no./company no./I.D.) _____

Name of the service provider _____ I.D. _____

Address _____

Telephone _____ Facsimile _____

Email _____

Name of signatory _____ Position _____

Bidder's signature and stamp _____

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix E2 – Quote Form for vehicles of kind N1, M2, M1

Date: _____

To the Ministry of Environmental Protection,

- A. Our proposal is hereby submitted in Public Tender 20/17 for the selection of authorized garages to install diesel particulate filters in polluting vehicles.
- B. We declare that we uphold all the conditions are required in the tender conditions, and hereby attach the authorizations and references for this.
- C. We are submitting our proposal for the provision of Services with respect to the following kinds of vehicles.

Type of vehicle	Mark V in the vehicle category that the garage wishes to offer the service mentioned in this tender
M2 – Passenger vehicle for more than 9 passengers with a total weight less than 5 tons	
M3 – Passenger vehicle for more than 9 passengers with a total weight greater than 5 tons	
N2 – Commercial vehicle with a weight of 3.5-12 tons	

- D. The quote for the performance of the Services mentioned in this tender, for the installation of diesel particulate filters in all kinds of vehicles that the bidder marked in section C:

$$A = \text{NIS } 20,000 + T \times V \times B$$

A	The full sum for all the Services for the installation of a diesel particulate filter as mentioned in this tender in NIS, including VAT, for vehicles with respect to all the vehicles for which the bidder wishes to provide the service
B	The payment for installation of a diesel particulate filter by engine volume. This sum will not exceed NIS 1, including VAT. The bidding garage shall submit a proposal for this vehicle only.
V	Engine volume (ml)
T	= 1 in an unconventional engine (not turbo)
T	= 1.5 in a conventional engine (with turbo)

The quote for engine volume (B) is NIS _____, including VAT.
This quote will not exceed NIS 1, including VAT.

- E. The compensation I propose is final, and includes all the related expenses, which will be required to perform all the Services required for the installation of the diesel particulate filters in the vehicles, *inter alia*, procurement price of the filter and

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



additional necessary spare parts, cost of installation, Motor Vehicle license sticker, cost of performing a repeat test (if needed), and VAT.

- F. The linkage shall be pursuant to the linkage mechanism mentioned in the Tender Documents. It is made clear that no linkage shall be awarded, except for linkage pursuant to the Accountant General Regulations.
- G. Pursuant to Accountant General Regulation 7.4.9, the quote shall not subject to any condition, and the quote shall be upheld pursuant to the specifications of the Tender author.
- H. The quote shall include VAT. If changes occur in the VAT before an invoice is received, the compensation to which the supplier is eligible shall be revised. The general provisions to the quote:
1. The quote hereinabove is the final price, and includes all the expenses involved in the provision of the Services (training workers, procurement of equipment, telephones, photocopies, etc.) The Ministry shall not pay any supplement beyond the quote presented.
 2. I also declare that, as of the date the quote was submitted, there is no legal impediment that would infringe on the provision of the Services that are the subject of this Tender, and I have no direct or indirect relationship and/or involvement in any other matter that could cause concern of a conflict of interests with respect to our commitments by virtue of the agreement that the Ministry shall draw up.
 3. I am aware that if I am selected to perform the Services, I shall undertake to refrain from participating and/or being involved in any other transaction and/or matter that, during the agreement period, is liable to create a situation of a conflict of interests with the agreement with the Ministry of Environmental Protection.
 4. I am also aware that if I am selected to perform the Services, I undertake not to provide Services to entities, which I helped the Ministry supervise as part of the Services that are the subject of this Tender, during the agreement period and for six months after the expiry of the agreement period.
 5. If I am selected to perform the Services, I undertake to bring to the attention of the Ministry any information that is liable to be relevant for the Ministry to determine if there is a conflict of interest or concern of conflict of interests at it. Without derogating from the generality of the aforesaid, if I am selected to perform the Services, I shall notify the Ministry of any proposal offered us and which raises concern of a conflict of interests as mentioned. I shall assume the performance of that work only if the Ministry grants prior written permission and has no objections to it.
 6. I have carefully read all the particulars of this Tender and its appendices, and I hereby declare that I have understood the requirements and agree to meet all the requirements and conditions and that I agree to the terms of the agreement, which constitute an integral part of your inquiry, and on the basis thereof I wrote my proposal.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



I declare that pages ____ of the proposal are commercial or professional secrets.

Name of the bidder _____

I.D. (authorized enterprise no./company no./I.D.) _____

Name of the service provider _____ I.D. _____

Address _____

Telephone _____ Fascimile _____

Email _____

Name of signatory _____ Position _____

Bidder's signature and stamp _____

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix E3 – Quote Form for heavy engineering vehicles

Date: _____

To the Ministry of Environmental Protection,

- A. Our proposal is hereby submitted in **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in heavy engineering vehicles.**
- B. We declare that we uphold all the conditions are required in the tender conditions, and hereby attach the authorizations and references for this.
- C. We are submitting our proposal for the provision of Services with respect to heavy engineering vehicles.

$$C = D \times X + \text{NIS } 22,000$$

C	The full sum for all the Services for the installation of a diesel particulate filter as mentioned in this tender in NIS, including VAT, for heavy engineering vehicles for which the bidder wishes to provide the service
D	The payment for installation of a diesel particulate filter by engine volume. This sum will not exceed NIS 40, including VAT. The bidding garage shall submit a proposal for this vehicle only.
X	Engine volume (ml)

The quote for engine volume (D) is NIS _____, including VAT.
(This quote will not exceed NIS 40, including VAT.)

- D. **The compensation I propose is final, and includes all the related expenses, which will be required to perform all the Services required for the installation of the diesel particulate filters in the vehicles, *inter alia*, procurement price of the filter and additional necessary spare parts, cost of installation, Motor Vehicle license sticker, cost of performing a repeat test (if needed), and VAT.**
- E. The linkage shall be pursuant to the linkage mechanism mentioned in the Tender Documents. It is made clear that no linkage shall be awarded, except for linkage pursuant to the Accountant General Regulations.
- F. Pursuant to Accountant General Regulation 7.4.9, the quote shall not subject to any condition, and the quote shall be upheld pursuant to the specifications of the Tender author.
- G. The quote shall include VAT. If changes occur in the VAT before an invoice is received, the compensation to which the supplier is eligible shall be revised. The general provisions to the quote:
 1. The quote hereinabove is the final price, and includes all the expenses involved in the provision of the Services (training workers, procurement of equipment, telephones, photocopies, etc.) The Ministry shall not pay any supplement beyond the quote presented.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



2. I also declare that, as of the date the quote was submitted, there is no legal impediment that would infringe on the provision of the Services that are the subject of this Tender, and I have no direct or indirect relationship and/or involvement in any other matter that could cause concern of a conflict of interests with respect to our commitments by virtue of the agreement that the Ministry shall draw up.
3. I am aware that if I am selected to perform the Services, I shall undertake to refrain from participating and/or being involved in any other transaction and/or matter that, during the agreement period, is liable to create a situation of a conflict of interests with the agreement with the Ministry of Environmental Protection.
4. I am also aware that if I am selected to perform the Services, I undertake not to provide Services to entities, which I helped the Ministry supervise as part of the Services that are the subject of this Tender, during the agreement period and for six months after the expiry of the agreement period.
5. If I am selected to perform the Services, I undertake to bring to the attention of the Ministry any information that is liable to be relevant for the Ministry to determine if there is a conflict of interest or concern of conflict of interests at it. Without derogating from the generality of the aforesaid, if I am selected to perform the Services, I shall notify the Ministry of any proposal offered us and which raises concern of a conflict of interests as mentioned. I shall assume the performance of that work only if the Ministry grants prior written permission and has no objections to it.
6. I have carefully read all the particulars of this Tender and its appendices, and I hereby declare that I have understood the requirements and agree to meet all the requirements and conditions and that I agree to the terms of the agreement, which constitute an integral part of your inquiry, and on the basis thereof I wrote my proposal.
7. I declare that pages ___ of the proposal are commercial or professional secrets.

Name of the bidder _____

I.D. (authorized enterprise no./company no./I.D.) _____

Name of the service provider _____ I.D. _____

Address _____

Telephone _____ Facsimile _____

Email _____

Name of signatory _____ Position _____

Bidder's signature and stamp _____

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix F – Bidder's Guarantee

Bank name: _____

Telephone no. _____

Fax no. _____

To
Ministry of Environmental Protection

Re: Guarantee no. _____

We hereby guarantee toward you to clear any amount up to the total of NIS 25,000, including VAT (in words: twenty five thousand New Israeli Shekels, including VAT), which shall be demanded by _____ (hereinafter: "the Guarantor") with respect to **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in heavy engineering vehicles.**

We shall send you the aforesaid amount within 15 days from your first demand sent to us in writing by registered mail, without you having to explain your demand and without making any claim of defense against you, which might be charged with respect for a charge toward you, or to first demand the clearance of said amount by the debtor.

This guarantee shall be in force from the date it is issued through 29 November 2018.

A demand under this guarantee shall be directed to the bank branch at the address:

Bank name: _____

Bank no. and branch no.: _____

Bank branch address: _____

This guarantee is not transferrable.

Date

Full name

Stamp and signature

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix G

Commitment not to employ foreign workers, payment of the minimum wage, and use of original software

I, the undersigned, (name of the authorized signatory), am authorized to bind (name of the bidding company) under any law, after being warned that I must declare the truth and that I will be liable to the penalties prescribed in law if I do not do so, hereby declare as follows:

1. I am providing this declaration in support my proposal in **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in old heavy engineering vehicles.**
2. As of the date this declaration was given, the bidder and the owner affiliated thereto (per the definitions as meant in the **Public Entities Transactions Law, 5736-1976**, section 2B) has not been convicted of more than two offenses under the **Foreign Workers (Prohibition of Unlawful Employment and Assurance of Fair Conditions) Law, 5751-1991**, and/or the **Minimum Wage Law, 5747-1987**, and if convicted of more than two offenses (per the definition in the Public Entities Transactions Law, 5736-1976, section 2B), I hereby declare that as of the date this declaration was signed, more than one year has passed since the last conviction.
3. I undertake that for the purpose of performing the contract that is the subject of Tender _____, **I shall only original software.**
4. I declare that all the aforesaid is true.

Date

Declarant's signature

I, the undersigned, Adv. _____, hereby declare that on this day _____, there appeared before me, Mr. _____, at my offices at _____, and signed said declaration before me, after I warned him that if he does not state the truth, he shall be liable to the penalties prescribed in law.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix H: Contract

Written and signed on this day ___ of month _____ in the year _____

Between

Ministry of Environmental Protection

(Hereinafter: "the Ministry")

On the first part

And between

Fax _____

(Hereinafter: "the Services Provider" or "the Supplier")

On the second part

- Whereas The Ministry has inquired in **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in polluting vehicles and heavy engineering vehicles** (hereinafter: "the Tender", "the Authorized Garages", respectively) under the inquiry attached hereunder and marked as Appendix A;
- And whereas The Supplier proposed a bid that won said Tender attached hereto and marked as Appendix B;
- And whereas The Tenders Committee chose the Supplier's proposal as the winning proposal in its decision from _____;
- And whereas The Supplier has agreed to assume the provision of the Services pursuant to the proposal, which it submitted and subject to the terms hereunder;
- And whereas The Supplier declares that it is ready and able to perform the Services;
- And whereas The relations between the Parties are only Services supplier-recipient and no employee-employer relations are created between the Supplier and the Ministry, neither in the matter of social payments of any kind, other social benefits, or damages, and in any other matter;

It is therefore hereby agreed, declared and conditioned between the Parties as follows:

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



1. The preamble to this Agreement and the appendices listed hereinbelow are an integral part thereof:

<u>Appendix A</u>	Quote;
<u>Appendix B</u>	Letter of Guarantee;
<u>Appendix C</u>	Tender documents 13/18;
<u>Appendix D</u>	Confirmation of the presence of insurance;
<u>Appendix E</u>	Declaration of the absence of conflicts of interest and use of original software;
<u>Appendix F</u>	Commitment not to employ foreign workers and to pay the minimum wage;

2. If a discrepancy is discovered between a condition in the appendices and a condition in this agreement, the condition in the Tender shall supersede, unless explicitly stated otherwise.
3. The Services Provider/Supplier undertakes to provide the Ministry with the Services to install diesel particulate filters in old heavy vehicles pursuant to the Tender Documents, which constitute and integral part of this Agreement.
4. **Validity of the Agreement**
- 4.1. Validity of this Agreement: from day _____ through day _____ (hereinafter: "the Agreement Period").
- 4.2. Notwithstanding what is mentioned in subsection 4.1 hereinabove, the Ministry has the right to cancel the Agreement during the Agreement Period by issuing 30 days advance written notification, without the need to justify the reasons for the cancellation or pay any payment or compensation for the cancellation or anything derived therefrom.
- 4.3. If the Ministry cancels this Agreement for any reason, the Ministry shall have the right to enter into an agreement to perform the Services that are the subject of this Agreement with any of the service providers and to engage any other contractor as it deems fit without the Services Provider/Supplier having any claim and/or demand in this matter.
- 4.4. The Ministry has the right to extend the validity of the Agreement for additional periods of one year each, up to a maximum of an additional three years. Thirty days before the start of each additional period, the Services Provider/Supplier shall issue to the Ministry an unconditional bank guarantee with the amount decided by the official, or, alternatively, extend the current bank guarantee so that the new guarantees shall be in effect up to 60 days after the expiry of each additional period.
- 4.5. If the validity of the Agreement is extended, all its provisions shall apply to the additional period.
5. **Expiry of the Agreement Period**
- 5.1. At the expiry of the Agreement Period, or if this Agreement is terminated for any reason, the Services Provider/Supplier shall give the Ministry and/or to anyone on its behalf all the plans, documents, information, and any other material with respect to the performance of the work under this Agreement, and shall provide explanations

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



and attend meetings if necessary, everything to enable the Ministry or anyone on its behalf to continue to provide the Services without delay.

- 5.2. The Services Provider/Supplier shall continue performing the work, which was transferred to it under this Agreement, store and protect vehicles and goods in its possession, unless the Ministry orders otherwise with respect to any work/goods or part thereof.
 - 5.3. If the Services Provider/Supplier does not act pursuant to the provisions of this article, the Ministry shall have the right to foreclose the guarantee, in whole or in part, at its sole discretion, in addition to any right reserved to the Ministry hereunder and by any law, without affecting the generality of what is mentioned in section 13 hereinbelow.
 - 5.4. It is hereby agreed that the Ministry shall have the right to terminate the validity of this Agreement, without the need to justify the reasons for terminating the Agreement, with 30 days advance written notification issued to the Services Provider. In this case, the Agreement shall terminate at the end of 30 days from the issue of said notification, and the Ministry shall pay the Services Provider only the payments with respect to the performance of the Services that the Services Provider performed up to the date of the cancellation. The Ministry shall not owe any compensation or payment of any kind for or with respect to the part to which the cancellation refers or for the cancellation of the Agreement as mentioned in this section.
 - 5.5. It is hereby agreed and conditioned that the cessation of the regular provision of the Services as mentioned hereunder for a period of two weeks, for any reason, must obtain permission of the Ministry and that if the Services Provider does not provide the Services for a period that exceeds two weeks without the consent of the Ministry, the Ministry shall have the right to cancel this Agreement and halt the payments under the compensation section hereinbelow.
 - 5.6. When the Agreement is cancelled or expires, the Ministry may use any document, information, or opinion prepared by the Services Provider or its employees or workers on its behalf for the Ministry as part of the provision of the Services or in the matter of the performance of this Agreement.
6. **Compensation**
- 6.1. In compensation for the fulfillment of all the Services and commitments of the Services Provider/Supplier hereunder, the Services Provider/Supplier shall be eligible to receive from the Ministry payments as mentioned in the Quote – Appendix A hereto, subject to the terms of this Agreement and its appendices.
 - 6.2. The payments mentioned in the Quote include VAT by law.
 - 6.3. The compensation, linkage conditions, and terms of payment prescribed hereunder are final and predetermined, and no additional payment shall be made.
 - 6.4. The winner shall be required, at the discretion of the Ministry, to submit reports and bills necessary for the purpose of payment for its work via the Government Suppliers Portal and/or the designated Ministry Suppliers Portal, paying attention to the provisions of the Regulations, Finance, and Economy and relevant guidelines of the

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The bidder's initials: _____



Accountant General, and shall sign the Supplier Portal use contract as mentioned in the appendix to the Tender Documents. Alternatively, it shall issue confirmation as a supplier which uses the Suppliers Portal. It is emphasized that the winner shall bear all the costs involved in connecting to the Suppliers Portal.

7. **Linkage**

7.1. In this section, the following terms shall have the meanings appearing next to them:
Consumer Price Index (CPI) – is the known CPI at the end of 18 months from the last date for receiving quotes in the Tender.

Baseline CPI – from 18 months from the last date for receiving quotes in the Tender.

Determining CPI – the last known CPI at the date the order was issued to the winner.

7.2. The linkage rules mentioned hereinbelow are those prescribed by the Accountant General

Linkage definitions

- a. Baseline date – **11 June 2018**.
- b. Linkage starting date – the date from which the linkage is calculated (in general, 18 months from the baseline date, except for what is mentioned in section l) – **10 December 2019**.
- c. Starting CPI – the known CPI at the linkage starting date – CPI for **April 2019**.
- d. Known CPI – the last known CPI at the linkage performance day.
- e. Negative linkage – linkage executed when the CPI or the deciding CPI component falls or is less than the starting CPI rate.
- f. Consumer Price Index – as published by the Central Bureau of Statistics or any party authorized by the Israeli government to replace the linkage execution principles.

Linkage execution principles

- g. The prices will be linked to changes in the Consumer Price Index (hereinafter: "the CPI"). The amount of the linkage calculated will be added to (or subtracted from, if the relevant CPI falls) the rates prescribed in the Agreement.
- h. Linkage execution shall also be made if the linkage is negative.
- i. Linkage execution shall be made when the tax invoice is issued.

Linkage execution mechanism

- j. The linkage execution shall commence from 18 months from the baseline date, except as mentioned in section l. The known index on this day shall be prescribed as the starting CPI.
- k. The linkage shall be executed every six months, so that the first linkage shall be executed 0 months from the linkage starting day, and every subsequent six months.
- l. Notwithstanding what is mentioned in section k, if, at a particular date (hereinafter: "the date of the change") during the first 18 months from the baseline date, the CPI is changed so that it is 4% or more higher than the

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The bidder's initials: _____



known CPI on the baseline date, the linkage from this point shall be calculated as follows:

- m. The known CPI on the date of the change shall be set as the starting CPI.
- n. The linkage execution shall be made after a period of time set for the linkage execution, as mentioned in section I hereinabove.

8. **Supervision and control**

8.1. Without derogating from any of the conditions hereunder, the Ministry may examine at any time the Services provided by the Services Provider/Supplier, their output, frequency, and whether they are provided professionally as required, and on time.

8.2. Without derogating from the generality mentioned in section 8.1:

8.2.1. During the Services Period, a Ministry representative shall carry out unscheduled checks and/or audits at his discretion, at any hour of the day, of how the Services are provided.

8.2.2. The aforesaid audits shall be performed regularly and shall include, *inter alia*, checks of the reports, that the forms are correctly filled out, obtaining payments from citizens in accordance with the price list prescribed in the Tender, and also that the authorized garage is managed pursuant to the provisions of this Tender.

8.2.3. The Services Provider/Supplier undertakes to cooperate with the Ministry representative who shall conduct the audit, immediately issue upon demand, invoice books, licenses, and any other authorization demanded with respect to the audit.

8.3. If it turns out that, as a result of the audit, in subsection a and b hereinabove and/or in any other way that the Services provided do not conform to the specifications, are not at the proper professional quality, or on time, or in any matter that the Services Provider/Supplier makes a material breach of the Agreement, the official has the right as he deems fit, and at his discretion, and without harming the other rights held by the Ministry hereunder, cancel the Agreement or narrow its scope. The Ministry shall have the right to order, at the expense of the Services Provider/Supplier, the same services or different services from another contractor, which in the opinion of the Ministry are suitable to serve in lieu of the Services hereunder, and also to sue the Services Provider/Supplier for any damage caused to the Ministry as a consequence thereof.

8.4. The Ministry has the right to instruct and teach the Services Provider/Supplier and the service executors with respect to any matter related to or derived from the performance of the Services and to supervise their work. The Services Provider/Supplier declares that it is aware that no right granted to the Ministry under this section or anywhere else hereunder to teach, instruct, or supervise the performance of the work, except as a means to ensure the performance of the provision hereunder in full, and that the responsibility for the performance falls solely on the Services Provider/Supplier.

8.5. This Agreement shall be considered null and void immediately following notification of cancellation to the Services Provider/Supplier.

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The bidder's initials: _____

[U1] עם הערות: There is no subsection a and b



9. **Declarations and Commitments of the Services Provider**

- 9.1. The Services Provider/Supplier undertakes to cooperate and work in coordination with Ministry officials as part of the provision of the Services.
- 9.2. The Services Provider/Supplier declares that it has the knowledge and skills needed to provide the Services properly, professionally, and on time.
- 9.3. The Services Provider/Supplier undertakes to perform the Services optimally and with outstanding professional skill.
- 9.4. The Services Provider/Supplier undertakes to engage responsible and skilled service providers for the performance of the Services.
- 9.5. The Services Provider/Supplier shall engage service providers only after the Ministry approves for them to provide the Services.
- 9.6. The Services Provider/Supplier undertakes to fulfill the provisions of any law with respect to the provision of the Services, *inter alia*, provisions with respect to the engagement of employees and licensing.
- 9.7. The Services Provider/Supplier shall be liable towards the authorities, government ministries, local authorities, and any other authorized agencies for all the duties that said authorities have imposed and which they shall impose pursuant to the provisions of any law with respect to the Services mentioned hereunder.

10. **The Services Prover – independent contractor**

- 10.1. This Agreement is a contract for services as meant by the Contract for Services Law, 5734-1974.

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The bidder's initials: _____



- 10.2. For the purposes of this Agreement, the Services Provider/Supplier shall engage service providers pursuant to the provisions of any law.
- 10.3. The Services Provider/Supplier undertakes to pay its employees engaged for the purpose of performing this Agreement a salary and uphold the terms of work prescribed in any law.
- 10.4. The Services Provider/Supplier undertakes to pay its employees, who it engages for the purpose of performing this Agreement, a salary that shall not be less than the lawful minimum wage and the provisions to ensure their social rights.
- 10.5. Throughout the Agreement Period, the Services Provider/Supplier undertakes to uphold, with respect to its employees, who it engages for the purpose of performing this Agreement, every other condition mentioned in the various labor laws, and what is mentioned in the provisions of general collective agreements between the Unions Coordination Bureau and the Histadrut and/or any valid collective agreement in the appropriate industry, and as these agreements are extended or amended in the future, *inter alia*, expansion directives issued under these agreements.
- 10.6. The contractor and anyone it employs shall have no rights as state employees engaged by the Ministry, and shall not be eligible to receive payments, compensation, or other benefits with respect to the performance of this Agreement or the provisions issued thereunder with respect to the expiry or cancellation of this Agreement.
- 10.6.1. The Services Provider/Supplier shall pay all applicable taxes, *arnona* (local property tax), and other mandatory payments, *inter alia*, payments to the National Insurance Institute and other social rights, and shall bear the sole liability for any claim by any of its employees derived from the performance of this Agreement or anything derived therefrom.
- 10.7. If it is decided for any reason, at any time following the start of this Agreement, that, despite the intentions of the Parties as expressed hereunder, the engagement of the Services Provider/Supplier or any of its employees and/or consultants that it engages are considered as the engagement of an employee and that the laws and employee conditions apply to him and his engagement, it is hereby agreed and conditioned between the Parties that the salary of the aforesaid persons as an employee, due to their engagement as a result of this Agreement, shall be calculated pursuant to what is prescribed in this matter with respect to State employees in similar positions and grades as much as possible, everything as decided by the Civil Service Commissioner. If there is no corresponding or similar position, the salary shall be calculated as prescribed for this matter in the applicable collective labor agreements for employees of this kind, or in the absence of said agreement, pursuant to the collective labor agreement, which in the opinion of the Civil Service Commissioner, is closest to matter. The salary calculation shall be redeemable from the starting date of this Agreement, and all the credits and debits

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The bidder's initials: _____



hereunder on the one hand, and the new calculation as aforesaid on the other hand, shall be reciprocally offset.

Under no circumstances shall the total salary of the Services Provider/Supplier and anyone considered as "an employee" as aforesaid, be higher than the compensation mentioned in the section hereinabove.

11. **Insurance**

The Services Provider undertakes to perform and keep all the insurance policies mentioned hereunder in its favor and in favor of the State of Israel – Ministry of Environmental Protection, and to show the Ministry the insurance policies, which include all the required coverage and clauses. The liability limits shall not be less than what is prescribed hereinbelow:

11.1. **Employer liability insurance**

- a. The Services Provider shall insure its legal liability towards its employees with employer liability insurance throughout the jurisdiction of the State of Israel and the Occupied Territories;
- b. The liability limit shall not be less than US \$5,000,000 per employee per event and year;
- c. The insurance shall be expanded to cover the liability of the policyholder toward subcontractors and their employees, and shall be considered as their employer.
- d. The insurance under the policy shall be expanded to indemnify the State of Israel- Ministry of Environmental Protection if it claimed in the event of a work accident/job-related illness that they bear any employer liability toward any of the employees of the Services Provider, contractors, subcontractors, and their employees in its service.

It is made clear that if the Bidder is not an operator or intended to operate contractors or subcontractors for the purpose of performing the required Services, it shall be required to send a written declaration to this effect.

11.2. **Garage liability insurance**

- a. The Services Provider shall insure its legal liability under the laws of the State of Israel with garage liability insurance throughout the jurisdiction of the State of Israel and the Occupied Territories, *inter alia*:
 - 1) Liability toward a third party;
 - 2) Liability for a vehicle in the garage;
 - 3) Liability for service and repair.
- b. The liability shall not be less than US \$250,000 per event and the insurance period (one year);
- c. The policy shall include a cross-liability clause.
- d. The insurance shall be expanded to cover the policyholder's liability toward a third party for actions of contractors, subcontractors, and their employees;
- e. The insurance under the policy shall be expanded to indemnify the State of Israel- Ministry of Environmental Protection if they are considered liable for acts of

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commission and/or omission by the Services Provider and those acting on its behalf.

11.3. **Vehicle trade insurance**

Mandatory and comprehensive vehicle trade insurance, including third party damage, or a declaration that the garage has test drive sign.

11.4. **General**

All the insurance policies shall including the following clauses:

- a. The additional policyholders, the **State of Israel-Ministry of Environmental Protection**, shall be added to the name of the policyholder.
- b. Reduction or cancellation of the insurance by one of the parties shall have no validity unless at least 60 days advance notification is given by registered mail to the Ministry of Environmental Protection controller;
- c. The insurer waives any right of subrogation, claim, deductible, or refund toward the State of Israel-Ministry of Environmental Protection, provided that the waiver shall not apply in favor of a person who caused malicious damage;
- d. The Services Provider bears the sole liability toward the insurer for payment of the insurance fees for all the policies and fulfilling all the duties imposed on the policyholder under the terms of the policies;
- e. The deductible denominated in each policy shall apply solely on the Services Provider;
- f. Each section in the insurance policies, which expropriates or reduces in any way the liability of the insurer, when another policy exists, shall not be applied against the State of Israel, and the insurance is primary insurance that credits in full the rights under the insurance.
- g. Deliberate exception and/or multiple negligence, if present in any of the policyholder's policies, shall be canceled.

The Services Provider shall issue to the Ministry of Environmental Protection copies of the insurance policies, confirmed by the insurer or confirmation of its signature on the presence of said policies, by the time the contract is signed.

The Services Provider undertakes that, throughout the Agreement Period with the State of Israel-Ministry of Environmental Protection, to keep the insurance policies valid. The Services Provider undertakes that it shall renew the insurance policies annually so long as the contract with the State of Israel-Ministry of Environmental Protection is in force. The Services Provider undertakes to show copies of the renewed insurance policies, approved and signed by the insurer or confirmation of the renewal by the insurer's signature, to the Ministry of Environmental Protection no later than two weeks before the expiry of the insurance period. Nothing mentioned in the insurance clauses exempts the Services Provider from any duty that applies to it by law and the contract, and the aforesaid shall not be interpreted as a waiver by the State of Israel-Ministry of Environmental Protection of any right or remedy granted them by law and hereunder.

12. Damages

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The bidder's initials: _____



- 12.1. The Services Provider/Supplier shall bear sole liability toward its employees under any law, *inter alia*, labor laws and torts.
- 12.2. The Services Provider/Supplier shall bear sole liability and charge for any damage, *inter alia*, bodily harm including death, and any property damage caused to any person, *inter alia*, the service providers, Ministry employees, and any third party as a result of an act of commission or omission by the Services Provider/Supplier or service executors during or due to the performance of the Services and the fulfillment of the provisions hereunder.
- 12.3. The Services Provider/Supplier is liable toward the Ministry for professional liability for its services, *inter alia*, for negligent or unskilled performance of the Services or for any other reason as a consequence of which cause the Ministry damage.
- 12.4. The Services Provider/Supplier undertakes to repair any damage and improve any damage or loss caused during or due to its performance of the Services or by anyone on its behalf, immediately or within reasonable time following the damage, and if it does not do so, the Ministry has the right to do so and reimburse from the Services Provider/Supplier in any lawful way it deems fit.
- 12.5. The liability of the Services Provider/Supplier toward the Ministry for the aforesaid damage is full, even if the Ministry is required to pay for any damage, or to any other person as the landholder or for any other reason of liability by virtue of section 15 of the Torts Ordinance (New Version), or for any other reason.
- 12.6. If the Ministry has paid any amount for damage mentioned in this section, the Ministry shall have the right to full indemnification by the Services Provider/Supplier plus its legal expenses and lawyer's fees, and the Services Provider/Supplier shall repay the Ministry these amounts immediately following the Ministry demand, itemizing the expenses caused it as mentioned, without derogating from any relief available to the Ministry hereunder and by any law.
13. **Conflict of interests**
- 13.1. The Services Provider declares that, as of the date this Agreement was entered into, it is unaware of any legal impediment that would affect the provision of the Services hereunder, and that it has no direct or indirect relations and/or involvement in any other matter that raises concern of a conflict of interests with respect to its commitments hereunder. Throughout the Agreement Period, the Services Provider undertakes to avoid participation and/or involvement in any other transaction and/or matter in which there is and/or is liable to create a situation of conflict of interests with this Agreement.
- 13.2. The Services Provider undertakes to bring to the attention of the Ministry any information that may be relevant for the Ministry to decide if there is a conflict of interests or concern of a conflict of interests by the Services Provider. Without derogating from the generality of the aforesaid, the Services Provider shall notify the Ministry of any offer made to it and which involves concern of

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The bidder's initials: _____



a conflict of interests as mentioned. The Services Provider shall assume the performance of the work only if the Ministry provides prior written approval that it has no objections.

- 13.3. The Services Provider declares that it is aware of its responsibility to act in good faith toward the Ministry in all its actions with respect to this Agreement, and that any recommendation and advice shall only be given out of consideration of the good of the Ministry and not out of considerations of gain or other considerations.
- 13.4. In the event of a dispute between the Parties whether any matter has a concern of a conflict of interests, the opinion of the Ministry shall prevail.

14. Guarantees

- 14.1. To ensure the fulfillment of its commitments hereunder, the Services Provider/Supplier gives the Ministry, with its signature, an unconditional bank guarantee, linked to the Consumer Price Index (CPI) (in which the baseline CPI is the known CPI on the day this Agreement is signed) in the amount of NIS 25,000 (twenty five thousand New Israeli Shekels), reflecting 5% of the total contract including VAT (hereinafter: "the Guarantee"). The aforesaid Guarantee shall be in force through 60 days from the expiry of the Agreement Period. The Guarantee shall be in the wording attached hereto (Appendix B).
- 14.2. If the Services Provider/Supplier does not meet any commitment hereunder or if the Ministry lawfully exercises its rights and spent sums that the Services Provider/Supplier should have paid under the Agreement, and if the Services Provider/Supplier refuses to perform one or more of the services ordered by the Minister under the Agreement, the Ministry shall have the right to exercise the Guarantee, in whole or in part, and redeem from it for the breaches, damage, losses, expenses, payments, and compensation to which the Ministry is eligible under the Agreement and by any law.
- 14.3. The Ministry shall have the right to notify the Services Provider/ Supplier that the Guarantee of any amount collected therefrom, and the Services Provider/Supplier shall, within three days from receipt of the notification, issue a new guarantee in the full amount under subsection a) hereinabove.
- 14.4. The amount of the Guarantee does not serve as a limit or cap on the commitments of the Services Provider/Supplier if it is exercised.

15. Confidentiality

- 15.1. The Services Provider/Supplier undertakes to keep confidential and not to send, notify, deliver, bring to the knowledge of any person (except someone who must be notified for the purpose of performing his duties hereunder and/or by law) any information that comes into its possession with respect to the performance of this Agreement or by virtue of, during, or by chance during the performance of this Agreement, before, during, and after the Agreement Period.
- 15.2. The Services Provider/Supplier undertakes to sign in person and to sign the service executors on a declaration of confidentiality in the wording attached

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The bidder's initials: _____

There is no subsection A. probably [U2] עם הערות:
pasted from a different agreement.



hereto as Appendix E, under which they shall declare that they are aware that non-fulfillment of the commitment under this article constitutes an offense under section 118 of the Penal Law, 5777-1977.

- 15.3. The Services Provider/Supplier undertakes to issue to the Ministry said declarations, lawfully signed, before starting the performance of the Services under the Agreement.
- 15.4. If the person responsible suspects an act of bribery and/or fraud and/or act that contravenes any law on the part of the Services Provider/ Supplier and/or the service executors, or if such an act is discovered, this Agreement shall be terminated and the Services Provider/Supplier shall pay all the expenses and damage cause to the Ministry as a consequence thereof, *inter alia*, the payment of compensation for any damage, in accordance with the decision by the person responsible.

16. General

- 16.1. The Ministry has the right, at its sole discretion, to increase or decrease from time to time the scope of the Services hereunder, without harming the other rights of the Minister hereunder.
- 16.2. The Ministry has the right, in certain cases, to use other contractors at the same time to perform similar work.
- 16.3. The Services Provider/Supplier does not have the right to transfer or deliver or assign or reduce its rights hereunder or duty derived therefrom or thereunder, unless explicitly stated otherwise hereunder.
- 16.4. No waiver, refrain from acting, granting an extension by the Ministry shall be considered as a waiver of the Ministry's rights hereunder, and shall not prevent it from suing, unless the Ministry explicitly issues a waiver in writing.
- 16.5. The Parties to this Agreement agree that their addresses, both in the preamble to this Agreement and in any notification sent by registered mail from one Party to the other at said addresses shall be considered as having reached the addressee with 48 hours from its proper delivery to the Post Office, so long as the opposite has not been proved.
- 16.6. This Agreement shall not be valid until it is signed by both Parties.
- 16.7. The Parties agree that the authorized court to hear any claim under the Agreement shall be the authorized court in Jerusalem.

In witness whereof the Parties sign in the designated place stated at the beginning of this Agreement.

The Ministry

The Service Provider or Supplier

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



**Text of the performance guarantee to ensure performance of the Agreement
Appendix B of the Agreement**

Bank name

Telephone no.

Fax no.

To
Ministry of Environmental Protection

Re: Guarantee no. _____

We hereby guarantee toward you to clear any amount up to the total of NIS _____, including VAT (in words: _____, which is demanded by _____ (hereinafter: "the Debtor") with respect to the contract that is the subject of **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in old heavy vehicles**. We shall pay you the aforesaid amount within 15 days from the date of your first demand sent to in a letter by registered mail, without you having to justify your demand and without making any claim of defense that the Debtor may have with respect to the charge to you, or to first demand the clearing of said amount by the Debtor.

This Guarantee shall be in force from the date it is issued through 29 November 2018.

A demand under this Guarantee shall be referred to the bank branch/insurance company at the address:

Bank name

Bank no. and branch no.

This Guarantee is not transferrable.

Date

Full name

Signature and stamp

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix E of the Agreement

To be signed by the winning bidder, its crew, and the services provided

Declaration of the absence of conflicts of interest, commitment of confidentiality, and protection of rights and use of original software

To
Ministry of Environmental Protection

Honorable Sirs,

I, the undersigned _____

Name I.D. Position

Hereby declare and undertake toward you as follows: whereas by virtue of my position in the team performing the services under the agreement for **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in old heavy vehicles** (hereinafter: "the Tender"), I have obtained and/or will obtain information, documents, and other material of any kind that is related in any way to the aforesaid Tender, which was published by the Ministry of Environmental Protection (hereinafter: "the Information");

Therefore, I hereby declare and undertake toward you and any one of you as follows:

1. After I checked the matter to the best of my ability, I declare and undertake that neither my family or I have any financial or other interest that is liable to be a conflict of interests or concern of a conflict of interests with the Tender and the Services that are the subject of the aforesaid Tender, or create concern of a conflict of interests.

I further undertake that if, during my work as mentioned, I learn about a conflict of interests as mentioned, or the creation of concern of a conflict of interests, I shall notify you about it without delay.

2. I shall not use, except in the context of the position that I fulfill, with respect to the provision of the Services that are the subject of the Tender and everything pertaining thereto, the Services outputs and all their parts, annexes, and components, *inter alia*, all electronic media and all documents and aids that I shall use for the purpose of performing the Services. This commitment also refers to the period following the end of all the Tender processes without any time limitation.
3. I undertake to keep full confidentiality with respect to information, and I shall not transfer to others any information transferred to me, except for information that is common knowledge, and/or information that is open by law for public review (all of which shall hereinafter be called "open information"), or other information which must be disclosed by law, provided that I notify you of a situation in which we are obliged by any law to disclose said information. However, I shall do I can to give you reasonable time to defend against such a demand, if in your opinion it is liable to infringe any of your rights.

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The bidder's initials: _____



I declare that I am aware that breach of this commitment is liable to be an offense under section 118 and/or 119 of the Penal Law, 5737-1977.

4. At the completion of the performance of the Services under the terms of the aforesaid Tender, I undertake that, except for open information, I shall transfer to you all the documents and/or other material of any kind given me with respect to the aforesaid Tender, and all processing carried out on said documents and material. I shall not keep a copy and/or photocopy of any kind of the material and/or the documents and/or the outputs (of any kind, *inter alia*, electronic media) with respect to the aforesaid Tender.
5. For the purpose of performing of the contract for Tender _____, I shall only use original software.

In witness whereof, I hereby sign:

Date

Declarant's name

Declarant's signature

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix F of the Agreement

Commitment

I, the undersigned, (name of the authorized signatory), am authorized to bind (name of the bidding company) under any law, after being warned that I must declare the truth and that I will be liable to the penalties prescribed in law if I do not do so, hereby declare as follows:

- A. As of the date of my declaration, the winner in **Public Tender 13/18 for the selection of authorized garages to install diesel particulate filters in old heavy vehicles** for the Ministry and its affiliate (as defined in the Public Entities Transaction Law, 5736-1976, section 2B) has not been convicted of more than two offenses under the Foreign Workers (Prohibition of Unlawful Employment and Assurance of Fair Conditions) Law, 5751-1991, and/or the Minimum Wage Law, 5747-1987, and if convicted of more than two offenses (per the definition in the Public Entities Transactions Law, 5736-1976, section 2B), I hereby declare that as of the date this declaration was signed, more than one year has passed since the last conviction.
- B. For the purpose of performing of the contract for Tender _____, I shall only use original software.
- C. I hereby declare that everything mentioned above is true.

Date

Declarants signature

I, the undersigned, Adv. _____, hereby declare that on this day _____, there appeared before me, Mr. _____, at my offices at _____, and signed said declaration before me, after I warned him that if he does not state the truth, he shall be liable to the penalties prescribed in law.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix I

To

State of Israel-Ministry of Environmental Protection

Address: 5 Knafei Nesharim St., Givat Shaul, Jerusalem:

To Whom it may Concern,

Re: **Confirmation of the presence of insurance**

We hereby confirm that we drew up for our policyholder _____ (hereinafter: "**the Services Provider**") for the insurance period from day _____ through day _____ with respect to **the installation of diesel particulate filters in polluting vehicles, *inter alia*, the import and approval of the item, installation of the diesel particulate filters, performance of air pollution tests at a licensed institute, registration, and installation** under a tender and contract with the State of Israel-Ministry of Environmental Protection, the following insurance policies:

Employer liability insurance, policy no. _____

1. Its legal liability towards its employees throughout the jurisdiction of the State of Israel and the Occupied Territories.
2. A liability limit of not less than US \$5,000,000 per employee, event, and insurance period (one year).
3. The insurance is expanded to cover the policyholder's liability toward contractors, subcontractors, and their employees if they are considered as employers.
4. The insurance under the expanded policy is expanded to indemnify the State of Israel-Ministry of Environmental Protection if it is argued for the purpose if it claimed in the event of a work accident/job-related illness that they bear any employer liability toward any of the employees of the Services Provider, contractors, subcontractors, and their employees in its service.

It is made clear that if the Bidder is not an operator or intended to operate contractors or subcontractors for the purpose of performing the required Services, it shall be required to send a written declaration to this effect.

Garage liability insurance, policy no. _____

1. Its legal liability towards garages under the laws of the State of Israel throughout the jurisdiction of the State of Israel and the Occupied Territories, *inter alia*:
 - a. Liability toward a third party;
 - b. Liability for a vehicle in the garage;
 - c. Liability for service and repair.
2. The liability shall not be less than US \$250,000 per event and the insurance period (one year).
3. The policy shall include a cross-liability clause.
4. The insurance shall be expanded to cover the policyholder's liability toward a third party for actions of contractors, subcontractors, and their employees.

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

5. The insurance under the policy shall be expanded to indemnify the State of Israel- Ministry of Environmental Protection if they are considered liable for acts of commission and/or omission by the Services Provider and those acting on its behalf.

Vehicle trade insurance

Mandatory and comprehensive vehicle trade insurance, including third party damage, or a declaration that the garage has test drive sign.

General

All the insurance policies shall including the following clauses:

1. The additional policyholders, the **State of Israel-Ministry of Environmental Protection**, shall be added to the name of the policyholder.
2. Reduction or cancellation of the insurance by one of the parties shall have no validity unless at least 60 days advance notification is given by registered mail to the Ministry of Environmental Protection controller.
3. The insurer waives any right of subrogation, claim, deductible, or refund toward the State of Israel-Ministry of Environmental Protection, provided that the waiver shall not apply in favor of a person who caused malicious damage.
4. The Services Provider bears the sole liability toward the insurer for payment of the insurance fees for all the policies and fulfilling all the duties imposed on the policyholder under the terms of the policies.
5. The deductible denominated in each policy shall apply solely on the Services Provider.
6. Each section in the insurance policies, which expropriates or reduces in any way the liability of the insurer, when another policy exists, shall not be applied against the State of Israel, and the insurance is primary insurance that credits in full the rights under the insurance.
7. Deliberate exception and/or multiple negligence, if present in any of the policyholder's policies, shall be canceled.

Subject to the terms and reservations of the original policies to the extent that they have not been explicitly amended under what is mentioned in this confirmation.

Sincerely,

Date

Signature and stamp of the authorized insurer

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

Appendix J: Declaration and commitment for the purpose of the Protection of Privacy Law, 5741-1981

To
The Israeli government on behalf of the State of Israel
by the administration of the Ministry of Environmental Protection

Honorable Sirs,

I, the undersigned _____, authorized to bind _____ under any law, after being warned that I must state the whole truth and that I shall be liable to the penalties prescribed in law if I do not do so, hereby declare and undertake towards you as follows:

Whereas by virtue of my position at the winning garage under the agreement for **Public Tender 13/18** (hereinafter: "the Tender"), I have obtained and/or will obtain information, documents, and other material of any kind that is related in any way to the aforesaid Tender, which was published by the Ministry of Environmental Protection (hereinafter: "the Information");

Therefore, I declare and undertake towards each of you as follows:

1. I hereby undertake to comply with all the provisions of the Protection of Privacy Law, 5741-1981 and regulation by virtue thereof.
2. I hereby undertake that for the purpose of the provision of the Services that are the subject of the Tender, I shall not collect information in illegal ways and I shall not use illegal databases.
3. I undertake to comply with all the requirements with respect to information security in databases, *inter alia*, requirements which shall be regulated or legislated after the signing of this Agreement, *inter alia*, guidelines of the Database Registry, everything immediately upon their coming into effect.
4. I undertake not to make any use of information provided me pursuant to the provisions of the Tender, except for the purpose for which the information was provided. I also undertake not to deliver the information to third parties or to make any use of it for other commercial purposes.
5. I undertake to immediately notify the Ministry of conviction of a privacy protection offense or any other prohibited disclosure of information.
6. I undertake to provide the Ministry of Environmental Protection any information provided me as part of the Tender by the truck owners or operators, and not to keep said information.
7. I hereby declare that everything mentioned is true.

Date

Declarants signature

I, the undersigned, Adv. _____, hereby declare that on this day _____, there appeared before me, Mr. _____, at my offices at _____,

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____

and signed said declaration before me, after I warned him that if he does not state the truth, he shall be liable to the penalties prescribed in law.

Date: _____ Signature and stamp: _____

Appendix K: Declaration of non-collusion in the Tender bids

I, the undersigned, _____, I.D. no. _____, an employee at _____ (company name), hereby declare that:

1. I am authorized to sign this declaration on behalf of the company and its managers.
2. I hold the position of responsibility in the company with respect to the bid that the corporation has submitted in this Tender.
3. I intend to use, as part of this bid, the following subcontractors (give the company name and contract details):

Company name	Subcontractor's business	Contact details
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The company independently decided the prices and/or quantities appearing in this bid, without consultations, arrangement, or connection with another bidder or potential bidder (except for the subcontractors mentioned in section 3 hereinabove).
5. The prices and/or quantities appearing in this bid were not shown to any person or company that is bidding in this Tender or company that has the potential to submit a bid in this tender (except for the subcontractors mentioned in section 3 hereinabove).
6. I was not involved in any attempt to dissuade a competitor from submitting bids in this Tender.
7. I was not involved in any attempt to cause a competitor to submit a higher or lower bid than my bid.
8. I was not involved in any attempt to cause a competitor to submit an uncompetitive bid of any kind.
9. This bid of the company is submitted in good faith and not made following an arrangement or discussion with a competitor or potential competitor in this Tender.

Mark V in the appropriate place

To the best of my knowledge, the company submitting the bid is not currently under investigation for colluding in a tender

If yes, please detail: _____

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The bidder's initials: _____



I am aware that the penalty for colluding in a tender may be up to five years in prison under section 47A of the Restrictive Trade Practices Law, 5748-1988.

Date Company name Company stamp Declarant's name Signature

Attorney's confirmation

I, the undersigned, Adv. _____, hereby declare that on this day _____, there appeared before me, Mr. _____, at my offices at _____, and signed said declaration before me, after I warned him that if he does not state the truth, he shall be liable to the penalties prescribed in law.

Date Attorney's stamp and license no. Attorney's signature

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____



Appendix L: Particulars of the Bidder Form

Date: _____

To
Ministry of Environmental Protection

I, the undersigned, declare that we have received the documents for Public Tender **13/18** via _____, and we request that any notification with respect to said tender be sent to us at the following address:

Full address (including postal code): _____

Telephone no. _____ Mobile: _____

Fax no. _____

Email (if any): _____

I.D. (authorized enterprise/company no.): _____

It is clear to us that if this form is not sent to the Ministry by the date mentioned in the Tender, the Ministry is exempt from sending up notifications and updates about the Tender, and that we are liable to find ourselves disqualified because we failed to meet the additional conditions and clarifications that the Ministry will publish from time to time following the publication of the Tender.

Sincerely,

Full name: _____

Stamp and signature: _____

In case of a corporation:

Signatory's name: _____

Position: _____

Public tender 13/18 to select licensed garages to install particle filters in polluting vehicles and heavy equipment

The bidder's initials: _____